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1855-56

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COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MARCH 1855

WASHINGTON

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1856

FIRST SESSION OF THE FORTY-FOURTH CONGRESS.

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Volume 4..No. 1, part 5, Interior, parts 1 and 2.	Volume 12..Nos. 84 to 158 inclusive, except Nos. 107 and 124.
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OF THE

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INTERPRETER AT KLAMATH AGENCY, OREGON.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

A letter from the Commissioner of Indian Affairs, asking for an interpreter for Snake Indians at Klamath agency, Oregon.

JANUARY 20, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 19, 1876.

SIR: I have the honor to transmit herewith a copy of a communication addressed to this Department, under date of 15th instant, by the Commissioner of Indian Affairs, upon the subject of the necessity existing at the Klamath agency for an interpreter for the Wolpahpe Snake Indians, who are by treaty-stipulation entitled to such service. A copy of the letter of Agent Dyar upon the subject, noted in the letter of the Commissioner, is also herewith inclosed.

The matter is respectfully presented to Congress for its favorable consideration, in order that provision may be made in the appropriation bill providing for the current and contingent expenses of the Indian Department for the ensuing fiscal year, for the expense incident to the service indicated.

Very respectfully, your obedient servant,
Z. CHANDLER,
Secretary.

The SPEAKER of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., January 15, 1876.

SIR: I have the honor to present herewith copy of a letter from L. S. Dyar, United States Indian agent for the Klamath agency, Oregon, dated the 22d ultimo, in which he refers to the fact that the act making appropriations for the Indian service for the present fiscal year provides pay for only one interpreter at his agency, while heretofore provision has been made for two; stating that in consequence of this reduction the

Indians, as well as the agent, have suffered much inconvenience, and requests this Office to use its influence to secure the necessary appropriation for the two interpreters—one for the benefit of the Klamath and Modoc Indians, and the other for the Wolpahpe Snakes.

Agent Dyar's statement that two interpreters are needed for the Indians under his charge, is undoubtedly true. The treaty with the Wolpahpe Snake Indians (Stat., vol. 14, p. 683) stipulates that the United States shall furnish one for their benefit; and while the treaty with the Klamaths and Modocs does not contain a like stipulation, (Stats., vol. 16, p. 707,) provision has been made for pay of two up to the 1st July, 1874, and this Office continued to estimate for two until last year, when it asked Congress to provide pay for only one, because that body dropped one out of the Indian appropriation act for the fiscal year ending June 30, 1875.

In view of the representations of Agent Dyar, I deem it proper to respectfully request that the matter be submitted to Congress with the recommendation that provision be made for pay of two interpreters at said agency.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

KLAMATH AGENCY, OREGON,
December 22, 1875.

SIR: I would respectfully call your attention to the fact that by treaty the Indians of this agency are entitled to *two* interpreters—one for the Klamath and Modocs, and one for the Wol-pah-pe Snakes; and ever since the date of the treaty with the Snakes until the present fiscal year, provision has been made for the two.

The last appropriation act of Congress made provision for the pay of only one interpreter for this agency, and in consequence the Indians, as well as the agent, have suffered much inconvenience.

The interpreter for the Klamaths and Modocs is needed continually at Klamath agency proper, while one for the Wol-pah-pe Snakes is equally needed at Yainax station, which is forty miles from the agency, and at which place the Wol-pah-pe Snakes are located, and receive their annuities and supplies.

I very respectfully and most earnestly request that you use your influence in securing to these Indians for the next fiscal year the salaries for the two interpreters to which they are entitled by treaty, and which are so much needed.

Very respectfully, your obedient servant,

L. S. DYAR,
United States Indian Agent.

Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

POTTAWATOMIE AND WINNEBAGO INDIANS IN WISCONSIN.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In accordance with a resolution of the House of 6th instant, a report from the Commissioner of Indian Affairs upon the disposition of the Pottawatomie and Winnebago Indians in Wisconsin.

JANUARY 20, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,

Washington, January 17, 1876.

SIR: In accordance with a resolution of the House of Representatives, under date of 6th instant, requiring information from this Department relative to the disposition of certain funds appropriated for the Pottawatomie and Winnebago Indians in Wisconsin, I transmit herewith, for your information, a copy of a report, dated the 14th instant, from the Commissioner of Indian Affairs, together with the statement therein referred to.

I have the honor to be, very respectfully, your obedient servant,
Z. CHANDLER,
Secretary.

The SPEAKER *House of Representatives.*

DEPARTMENT OF THE INTERIOR,

Washington, D. C., January 14, 1876.

SIR: I have the honor to acknowledge the receipt, by reference from the War Department, of resolution of the House of Representatives of the 6th instant, referring to the provisions of the act approved June 25, 1864, (13 Stat., 172,) wherein it was provided that the proportion of the annuities to which certain stray bands of Winnebago and Pottawatomie Indians, then residing in the State of Wisconsin, would be entitled if they were settled upon their reservations with their respective tribes, should be retained in the Treasury to their credit from year to year, to be paid to them when they shall unite with their said tribes, or to be used by the Secretary in defraying the expenses of their removal, or in

settling and subsisting them on any other reservation which may hereafter be provided for them; also referring to the appropriation of funds to enable the Secretary of the Interior to take charge of said stray bands, and to the decision of the said Secretary that, under the laws of the United States, the said stray bands of Indians are entitled to their just proportion of the tribal funds, and that the same should be paid to them; also, that under the provisions of the act of March 3, 1875, which provides that any Indian may abandon his tribal relations, take up a homestead, and yet be entitled to a share in tribal funds, a large number of said stray bands of Indians have renounced their tribal relations, made and filed in the proper court declaration of intention to become citizens of the United States, and taken up and settled upon homesteads on the public lands in the State of Wisconsin, and are greatly in need of any funds remaining in the Treasury to which they are, or may be, entitled; and calling upon the Secretary of the Interior to report to said House of Representatives—

First. What amount of annuities or tribal funds said stray bands of Winnebago Indians would have been entitled to if they had been living with their tribe, and what sum or sums of said annuities or tribal funds have been retained in the Treasury from year to year and placed to their credit.

Second. If any part thereof has been expended, under what authority and for what purpose, and the amount thereof, giving the same in detail, the amount expended in taking care of said stray bands of Indians in Wisconsin since the passage of said act, and prior to the year 1871, how expended, to whom paid, giving details thereof.

In reply to that portion of said resolution calling for information as to what amount of annuities said stray bands of Winnebagoes in Wisconsin would have been entitled to if they had been living with their tribe, I have the honor to make the following statement, viz:

Annuities appropriated in 1864.....	\$54,250 00
Annuities appropriated in 1865.....	54,250 00
Annuities appropriated in 1866.....	54,250 00
Annuities appropriated in 1867.....	54,250 00
Annuities appropriated in 1868.....	54,250 00
Annuities appropriated in 1869.....	54,250 00
Annuities appropriated in 1870.....	54,250 00
Annuities appropriated in 1871.....	57,535 43
Annuities appropriated in 1872.....	52,031 84
Annuities appropriated in 1873.....	47,031 84
Annuities appropriated in 1874.....	57,031 84
Annuities appropriated in 1875.....	47,931 83
Total annuities appropriated since act June 25, 1864.....	641,312 78

The Winnebagoes in Minnesota numbered, according to the last census of said tribe, fifteen hundred and thirty-one persons, and it is estimated that there were about one thousand of said Indians in the State of Wisconsin, making the total of the tribe twenty-five hundred and thirty-one. On this basis the stray bands of said Indians in Wisconsin would be entitled to $\frac{1000}{2531}$ of the annuities appropriated for the benefit of the tribe since the act of 1864, viz, \$641,312.78, as before stated, = \$253,383.12.

No portion of this amount has been retained in the Treasury to the credit of the stray bands, it not appearing that any action with that view was ever taken by either the Indian Office or the Department to carry out the provisions of the act of 1864 in that respect.

I transmit herewith, in compliance with the said resolution, a state

ment of the amount expended in taking care of said stray bands of Indians in Wisconsin since the passage of the act of 1864 and prior to 1871.

In the latter part of 1873, and early in 1874, about eight hundred and sixty of the Wisconsin Winnebagoes were removed to the reservation of the tribe in Nebraska. Of the Indians thus removed only two hundred and four remained at the agency, the remainder having left the reservation, and, it is supposed, gone back to Wisconsin.

These latter persons were, during their stay on the reservation, cared for and subsisted out of Winnebago funds arising under treaty, and those of the number removed and who remained at the agency have received their proportion of the tribal funds, either in goods or otherwise.

The amount of funds expended in the care and support of those of the Wisconsin Winnebagoes who removed to Nebraska and remained, as well as those who were there for a short period and then returned to Wisconsin, cannot now be stated, but investigation of the case will be made through Superintendent Barclay White, and upon the receipt of his report in the matter, the same will be made the subject of further communication for the information of Congress.

Although the act of 1864, which requires the retention of the proportion of the Winnebago tribal annuities belonging to those members of the tribe in Wisconsin, has been overlooked or disregarded, the provisions thereof are considered obligatory, and the proportion due to the said Indians of the appropriation for the present fiscal year will be retained in the Treasury, subject to the will of Congress.

The resolution referred is herewith returned.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

CANAL TO CONNECT THE WABASH RIVER AND LAKE
MICHIGAN.

LETTER

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING

*A copy of the report of Maj. G. L. Gillespie, Corps of Engineers, on routes
for a canal to connect Wabash River and Lake Michigan.*

JANUARY 20, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT, *January 17, 1876.*

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, in compliance with the requirements of the river and harbor act of March 3, 1875, copy of the report of Maj. G. L. Gillespie, Corps of Engineers, of an examination of routes for a canal to connect Lake Michigan and the Wabash River, Indiana.

H. T. CROSBY,
Chief Clerk.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 15, 1876.

SIR: I beg leave to submit herewith a copy of a report to this Office from Maj. G. L. Gillespie, Corps of Engineers, of an examination, made to comply with the requirements of the river and harbor act of March 3, 1875, of routes for a canal to connect Lake Michigan and the Wabash River, Indiana.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brigadier-General and Chief of Engineers.

Hon. WM. W. BELKNAP,
Secretary of War.

2 CANAL TO CONNECT WABASH RIVER AND LAKE MICHIGAN.

EXAMINATION FOR A ROUTE FOR A CANAL FROM LAKE MICHIGAN TO THE WABASH RIVER, INDIANA.

UNITED STATES ENGINEER OFFICE,
Chicago, Ill., December 27, 1875.

GENERAL: I have the honor to submit herewith my report on the "examination for a route for a canal from Lake Michigan to the Wabash River, Indiana," made in pursuance of act of March 3, 1875. This examination was placed under my charge by letter from the Chief of Engineers, dated March 22, 1875. As the amount available for the work was limited to \$2,000, and no specific route was designated, I was compelled to give my attention to a general examination of the whole country embraced within the required limits, to determine the apparently most feasible route, and to run an instrumental line along that route.

The Wabash River takes its rise in Ohio, near the State line of Ohio and Indiana, a little north of the fortieth parallel of latitude, and after passing across Northern Indiana in a southwestern direction, it suddenly turns almost due south at Covington, and, continuing in that direction with but a slight change to the southwest at its lowest reach, empties into the Ohio River near the eighty-eighth meridian. The stream is about five hundred and fifty miles long, and its head of navigation is at Grand Chain, one hundred and fifteen miles southwest from Terre Haute by water.

The Wabash and Erie Canal connects Toledo, Ohio, on Lake Erie, with Evansville, Ind., on the Ohio River, through the valley of the Wabash. It is one of the smaller grade of canals, and carries 4 feet of water. The Wabash River at Logansport, Ind., approaches Lake Michigan at its nearest point, and is distant therefrom, on an air-line, about seventy miles.

Between Lake Michigan and the Wabash River is found the Kankakee River, a stream about three hundred miles long, taking its rise in Saint Joseph County, Indiana, runs westward almost parallel with and at an average distance of twenty-five miles from the southern shore of Lake Michigan, and empties into the Illinois River near Joliet. The head of navigation for small boats is at Momence. Above that point to its headwaters the stream may be defined as a marsh, through which the water passes with a sluggish current.

From the Saint Joseph River, on the east, to the Illinois State line, on the west, the divide between the Kankakee River and Lake Michigan varies in distance from the lake from twelve to seventeen miles, and its elevation above the lake varies from 130 to 270 feet. At a few intermediate points the elevation of the divide is reduced to about 100 feet. The surface of the divide is much broken, and at many points a chain of small lakes is found, which may be called catch-basins, keeping in store only surface-water, and again there are a few of large capacity, as at La Porte, Ind., which, from their constant yield of water, are supposed to be fed by unfailing interior springs.

After a careful study of the best attainable maps of Northern Indiana, I determined to commence the duty assigned me by examining the valley of Saint Joseph River, passing thence to the valley of the Tippecanoe, and thence down that valley to its junction with the Wabash River.

Some little delay was experienced in selecting a proper person as my assistant, but finally I engaged the services of Mr. George Crocker, a young man who was recommended to me as being particularly fitted for

the place by his knowledge of the country and his ability as an engineer.

Before Mr. Crocker and his party could be gotten into the field, I received from the Engineer Department a copy of a report of a survey over this identical route, made in 1831, by Capt. Howard Stansbury.

A.—STANSBURY ROUTE.

Length of canal, 157 miles 716 yards; number of locks, 37; estimated cost, \$3,941,869.70.

Captain Stansbury made a very careful examination of the valley of the Saint Joseph and the intervening country by that route to the Wabash River, and reported that the result "fully demonstrated the practicability" of the route.

The divide between the Kankakee and the lake at South Bend, Ind., was found to be 127 feet above the level of Lake Michigan, and it was proposed to reach the summit by sixteen locks. The proposed canal was—

Forty feet wide at the surface, 23 feet at the bottom, 4 feet deep, with a tow-path of 10 feet, and guard-bank of 5 feet wide at the top; the tow-path and guard to be 2 feet above the surface of the water in the canal, with an in and out slip of $1\frac{1}{2}$ to 1.

In view of the scarcity of stone along the greater part of the route, all locks, dams, aqueducts, and culverts were recommended to be constructed of wood, and the locks to be constructed alongside the spot where they should ultimately be placed, in order that, when they began to decay, stone locks might be constructed without interrupting the navigation of the canal; the one consideration being the construction of the canal at once with such materials as were most conveniently at hand.

To supply the necessary water at the first summit for reaching the Yellow River, a dam 26 feet high was to be built across the Saint Joseph, and the basin so formed to connect with the summit by a feeder seven and three-quarters miles long. The river was gauged, and its minimum yield was estimated at 1,395 cubic feet of water per second, and, assuming $1\frac{1}{2}$ cubic feet of water per second per mile as sufficient for a canal of the proposed size, the supply was found more than equal to the demand.

The second divide was between the Yellow and Tippecanoe Rivers, and was passed by a cut less than 25 feet deep, thus forming a single level from the first summit to the Tippecanoe, and it was proposed to get the necessary water by a short feeder from the Yellow River, and by one from Devil's Lake. The surface of this lake was found to be about 5 feet above the bottom of the canal, affording a natural reservoir with a capacity of about 12,000,000 cubic yards of available water. The Yellow River discharged less than 12 cubic feet per second.

The supply derived from these sources was sufficient to carry the canal to the Tippecanoe.

The canal crossed the Tippecanoe to the left bank, at the mouth of Monon Creek, and the water-supply to the Wabash was obtained from the Tippecanoe by a dam. The river was gauged above the crossing, and yielded 270 cubic feet of water per second.

The cost of this canal at that date was estimated at \$2,000,000, in round numbers, but, considering the increase in cost of materials and labor, and the existence of other considerations, tending to enhance the cost of the execution of the work, with masonry locks, dams, and culverts, it is estimated that the cost, at the present time, would be \$3,941,869.70.

4 CANAL TO CONNECT WABASH RIVER AND LAKE MICHIGAN.

The following is a tabular statement of the cost of a canal by this route:

1.—NORTHERN SECTION.

Subdivision III.—Lake Michigan to bench-mark XX.

Excavation, 452,248 cubic yards, at 30 cents.....	\$135,674 40
Embankment, 271,004 cubic yards, at 40 cents.....	108,401 60
Locks, 10, at \$16,000 each.....	160,000 00
Aqueducts, 22 yards in length, at \$90.....	1,980 00
Walling, 3,633 cubic yards, at \$4.....	14,532 00
Culverts, 3, at \$430.....	1,290 00
Paving, 2,056 square yards, at \$1.....	2,056 00
Total.....	423,934 00

Subdivision II.—Bench-mark XX to Indian village..

Excavation, 968,594 cubic yards, at 30 cents.....	\$290,578 20
Embankment, 176,773 cubic yards, at 40 cents.....	70,709 20
Locks, 4, at \$16,000.....	64,000 00
Aqueducts, 13½ yards in length, at \$90.....	1,200 00
Walling, 14,468 cubic yards, at \$4.....	57,872 00
Culverts, 17, at \$400.....	6,800 00
Total.....	491,159 40

Subdivision I.—Indian Village to bench-mark on the summit.

Excavation, 281,546 cubic yards, at 30 cents.....	\$84,463 80
Embankment, 196,389 cubic yards, at 40 cents.....	78,555 60
Locks, 2, at \$16,000.....	32,000 00
Aqueduct, 20 yards in length, at \$90.....	1,800 00
Walling, 1,953 cubic yards, at \$4.....	7,812 00
Culverts, 9, at \$400.....	3,600 00
Total.....	208,231 40

Feeder.

Excavation, 277,431 cubic yards, at 30 cents.....	\$83,229 00
Embankment, 184,643 cubic yards, at 40 cents.....	73,857 20
Culverts, 3, at \$400.....	1,200 00
Dam and head-gate.....	50,000 00
Total.....	208,286 20

2.—MIDDLE SECTION.

Subdivision I.—Bench-mark on the summit to Yellow River.

Excavation, 1,345,304 cubic yards, at 30 cents.....	\$403,591 20
Embankment, 774,711 cubic yards, at 40 cents.....	309,884 40
Aqueduct.....	3,600 00
Culverts, 3, at \$400.....	1,200 00
Total.....	718,275 60

Subdivision II.—Yellow River to the Tippecanoe River.

Excavation, 1,029,461 cubic yards, at 30 cents.....	\$308,838 10
Embankment, 52,863 cubic yards, at 40 cents.....	21,145 20
Aqueduct.....	3,000 00
Total.....	332,983 30

3.—SOUTHERN SECTION.

Subdivision I.—Tippecanoe River to the mouth of Monon Creek.

Excavation, 717,837 cubic yards, at 30 cents.....	\$215,351 10
Embankment, 476,548 cubic yards, at 40 cents.....	190,619 20
Locks, 8, at \$16,000 each.....	128,000 00
Walling, 23,996 cubic yards, at \$4.....	95,984 00
Culverts, 17, at \$400.....	6,800 00
Dam and feeder.....	6,500 00
Paving, 1,626 square yards, at \$100.....	1,626 00
Total.....	644,880 30

Subdivision II.—Mouth of Monon Creek to Wabash River.

Excavation, 1,165,511 cubic yards, at 30 cents.....	\$349,653 30
Embankment, 458,098 cubic yards, at 40 cents.....	183,239 20
Locks, 13, at \$16,000 each.....	208,000 00
Culverts, 35, at \$350.....	12,250 00
Stone walls, 38,128 cubic yards, at \$4.....	152,512 00
Paving, 8,265 square yards, at \$1.....	8,265 00
Total	913,919 50

With Captain Stansbury's survey before me, I decided upon changing my proposed initial-point to Michigan City, Indiana, at the mouth of Trail Creek. I selected that point because a good harbor is there, and the many interests concentrating there seemed to especially recommend it as a suitable point for a canal terminus, provided it was found practicable to cross the divide with a sufficient supply of water, to be derived from the interior. Starting from Michigan City, these two lines presented themselves, one by the way of Trail Creek, and the other to the westward by way of Coffee Creek. By the latter route it was proposed, for a 40-foot canal, with 4 feet of water, to make connection with the Stansbury survey at the mouth of Monon Creek, and by the former, to make connection with the same survey near Cedar Lake, or, failing in the latter, to extend the line to the mouth of Monon Creek. Both routes would then follow the Tippecanoe, to connect with the Erie and Wabash Canal near Sugar Creek.

B.—TRAIL CREEK ROUTE.

Length of canal, 118 miles 213 yards; number of locks, 44; estimated cost, \$3,446,479.02.

The summit of the divide between Lake Michigan and the Kankakee was reached at ten miles from Michigan City, and was found to be 210 feet above the level of the lake. To construct a summit-level here, five miles long, will require an average cutting of 40 feet, reducing that level to 170 feet above Lake Michigan. The water required for the lockage on the north side of the divide can be gotten, partially, by damming a stream at Ross Mill, but the main supply for the summit-level and for the lockage on the south side of the divide can only be obtained from the lakes lying just north of the town of La Porte, Ind. Their elevation above the lake was found to be 216 feet, or 46 feet above the summit-level. These lakes have an area of 1,600 acres, with no visible source of supply, but the experience of the past forty years has led to the conclusion that they are fed by unfailing springs. A feeder to connect them with the summit-level would require to be two and one-half miles long. No time was permitted for an extended examination or survey of the lakes, but it is believed that they will be ample for furnishing all the required water for passing the divide. These lakes all communicate with each other, and from the nearest one the town of La Porte, Ind., draws its supply of water. The Holly system is used, and while the daily consumption is only about 363,000 gallons, the capacity of the engines is placed at 2,000,000 gallons. My assistant reports that the lakes are very deep, in places extending to 40 feet, and that the amount of water used by the town of La Porte has no visible effect in diminishing the level of the natural reservoir. Twenty-one locks will be required to reach the summit-level from Lake Michigan. Beyond the extent of the work, no special labor will be required in excavating the summit-level; for a depth varying from 3 to 10 feet the material is clay,

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and beyond that, sand and gravel. No cuts in the vicinity offer an opportunity of stating anything as to the presence of rock. From the summit, the line passes down the valley of the Little Kankakee River to Lemon's Bridge, on the main Kankakee, a little east of Mud Lake, which river it crosses at an elevation of 102 feet above Lake Michigan, or with a fall from the summit of 68 feet, necessitating eight locks. At this point a connection was made with the Stansbury survey, but it was not found practicable to gain his level without a lockage of 27 feet, for which there was no available water, without drawing it from Saint Joseph River by a feeder thirty miles long. The Kankakee at its headwaters has no defined banks; in fact, it is but a continuous marsh, varying in width from seven to sixteen miles, with scarcely a fall of 5 inches to the mile. To reach the Wabash River by this route, it will be necessary either to follow the Kankakee River by slack-water navigation from Lemon's Bridge to and through English Lake, thence pass south to Monon draining-ditch, and down Monon Creek to the Tippecanoe, making connection with the Stansbury survey, or to pass by a new cut directly from Lemon's Bridge through the Kankakee swamps to Monon Creek by way of Monon ditch. The necessary water would have still to be supplied from the summit-level, increased by what would be obtained by diverting the Upper Kankakee into a new channel. The fall from Lemon's Bridge to the mouth of Monon Creek is 38 feet, and four locks will be required to reach the Tippecanoe Valley. The water obtained by using the Upper Kankakee would suffice, with what can be obtained from the summit, to carry the canal to the Tippecanoe, but, for reasons to be stated hereafter, it is not thought advisable to divert this water to such a use. By directing the course of the Upper Kankakee along a direct line from Lemon's Bridge to the head of Monon Creek, or by straightening and deepening the river on a straight line from Lemon's Bridge to the west end of English Lake, the canal so formed would redeem, by drainage, many thousands of acres of lands which are now practically useless for agricultural purposes. It is believed that the one great object of the call for this survey was to direct the attention of the General Government to these waste-lands, and thereby not only render them accessible by means of a commercial canal, but also redeem them by the drainage attending the construction of such a canal. The line by the way of Saint Joseph River, surveyed by Captain Stansbury, passes around the head of the Kankakee and skirts the slopes to the eastward, avoiding the swamps and waste-lands of the Kankakee, and would not aid in the drainage of this vast area, unless a descent should be made from the summit-level near South Bend to the valley of the Kankakee, and that stream deepened to English Lake, where a break to the southwest could be made to connect, as before, with the Erie and Wabash Canal at the mouth of the Tippecanoe. The following is a tabular statement of the cost of a canal by this route:

First section.—Trail Creek to south end of summit-level.

Excavation, 2,248,639 cubic yards, at 30 cents	\$674,591 70
Embankment, 448,500 cubic yards, at 40 cents	179,400 00
Locks, 21, at \$16,000 each	336,000 00
Culverts, 7, at \$2,000	14,000 00
Total	1,203,991 70

Second section.—East end of summit-level to Lemon's Bridge (Kankakee River.)

Excavation, 637,849.4 cubic yards, at 30 cents	\$191,354 82
Embankment, 30,220 cubic yards, at 40 cents	12,088 00

CANAL TO CONNECT WABASH RIVER AND LAKE MICHIGAN. 7

Locks, 8, at \$16,000 each.....	\$128,000 00
Culverts, 5, at \$2,000 each.....	10,000 00
Excavation of feeder, 924,000 cubic yards, at 30 cents.....	277,200 00
Total.....	618,642 82

Third section.—Lemon's Bridge to Tippecanoe River.

Excavation, 2,259,750 cubic yards, at 30 cents.....	\$677,925 00
Locks, 2, at \$16,000 each.....	32,000 00
Total.....	709,925 00

Fourth section.—Mouth of Monon Creek (Tippecanoe River) to Wabash River, (southern section and second subdivision of Stansbury's route.)

Total amount.....	\$913,919 50
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COFFEE CREEK ROUTE.

No estimate.

The second route examined, called the Coffee Creek route, starts at Michigan City, passes up Trail Creek one mile, then diverges to the westward over the marsh-land lying south of Michigan City until it reaches the head-waters of the Little Calumet River; continuing down the Calumet to the mouth of Coffee Creek, it leaves the former stream and commences the ascent of the main dividing ridge. The divide along this route was found to be 175 feet above Lake Michigan. A 30-foot cutting would give a summit-level about two and one-half miles long, and seventeen locks would be required to reach it. From the summit the line passes down Crooked Creek, crosses the Kankakee at Bush Ridge, at an elevation of 70 feet above Lake Michigan, and connects with the Trail Creek survey at the head of the Monon ditch. This route is impracticable.

It was first proposed to reach Coffee Creek level by damming Trail Creek one and one-half miles from its mouth, and to reach the summit-level by water obtained from the small lakes on its summit; but Trail Creek has no surplus water for this purpose, and the supply of water from the lakes on the summit is entirely inadequate for the service of a commercial canal.

The only way to reach the Kankakee River by this route will be to cut directly through the divide to the level of Lake Michigan, a full cutting of 175 feet, and that river, when reached, would still be found some 50 feet above the canal, making such a line impracticable.

WOLF LAKE ROUTE.

No estimate.

The third route examined was by way of Wolf Lake.

This line runs from the Grand Calumet River, across the divide, near Saint John's, and down that creek to the Kankakee River. The summit is 105 feet above the level of Lake Michigan, and is without any water-supply, except the inferior supply to be gotten from Cedar Lake.

Here, in the case last considered, no relief could be obtained by cutting through the divide.

SAINT JOSEPH AND KANKAKEE ROUTE.

Length of canal, 148 miles 1,062 yards; number of locks, 32; estimated cost, \$3,945,791.60.

For a practicable route, then, for a canal to connect the waters of Lake

Michigan with those of the Wabash River, we are compelled to follow either the Trail Creek route, or that by the valley of Saint Joseph River, where there is an abundance of water. The cost of constructing these lines is about the same, but, without prejudicing the claim of the former, on the ground of impracticability, I am obliged to express my preference for the latter. Selecting, then, the Saint Joseph route, the question arises, what direction shall be given to the line after leaving the summit, near South Bend? If we are to confine our attention strictly to the construction of a canal, to be used solely for commercial purposes, the line indicated by Captain Stansbury is the true one, without any question. But, if local interests are to outweigh all other considerations, it would be better to pass into the valley of Kankakee, to drain that valley as far as English Lake, by a large canal, say 100 to 120 feet wide, and then to turn south, to connect with the Erie and Wabash Canal, by way of Monon Creek and the Tippecanoe River. To effect this, it might be better, in order not to conflict with the present interests along the Saint Joseph, to cut the summit-level down to the 120-foot grade, and correspondingly reduce the height of the required dam across the Saint Joseph River.

A great deal has been done already by private parties draining the Kankakee Valley, and the good results of such a work have been very apparent. Small lateral canals or ditches have been dug on both margins of the river, and sufficient falls have been gotten to create a perceptible flow of water, by which the area so covered has been forced from the surface-water and the ground rendered useful for agricultural purposes.

This route has an unquestioned large supply of water, yielded by the Saint Joseph River, but its adoption would force us, as I have already stated when considering the Trail Creek route, to use a portion of the water of the Kankakee River, which ought to be kept intact for other purposes. Passing, as it would, through an old developed country containing several important towns, it is believed that the result attending the construction of a drainage canal would be extensive in way of the reclamation of the waste-lands, material enhancement of their value, and the opening of communication with the already partially-developed coal-fields of Indiana, not to speak of other interests that would spring immediately from the opening of such an interior communication. The following is a tabular statement of the cost of a canal by this route:

First section.—Lake Michigan to bench-mark on summit-level, (the northern section of Stansbury's route, less one lock.)

Subdivision 3	\$423, 934 00
Subdivision 2	491, 159 40
Subdivision 1, (less 1 lock, at \$16,000)	192, 231 40
Feeder	208, 286 20
Total	1, 315, 611 00

Second section.—Bench-mark on summit to Monon ditch.

Excavation, 3,247,787 cubic yards, at 30 cents	\$974, 336 10
Locks, 2, at \$16,000 each	32, 000 00
Total	1, 006, 336 10

Third section.—Monon ditch to Wabash River, (mouth of Tippecanoe River, third and fourth sections of the Trail Creek route.)

Division 1, (third section of Trail Creek route)	\$709, 925 00
Division 2, (fourth section of Trail Creek route)	913, 919 50
Total	1, 623, 844 50

In this connection, I do not think it irrelevant to quote from the report of my assistant, Mr. Crocker, in which the advantages of the drainage of the Kankakee Valley are particularly emphasized:

Trail Creek line would pass for about thirty miles through the Kankakee Valley and also would drain about twenty square miles before reaching this valley.

I will here quote from a letter kindly sent me by Father Joseph A. Stephan, of San Pierre, Indiana, formerly chief engineer of the Kankakee Valley Draining Company:

"When chief engineer of the Kankakee Valley Draining Company, I traveled extensively through the Kankakee Valley to make observations, from South Bend to the Indiana and Illinois State-line, taking notes and acquiring a general specific knowledge of the run of the valley and stream. I found the Kankakee River in its present state from the beginning, in Saint Joseph County, to the Illinois State-line, with its meanderings, two hundred and forty-two miles in length, while the actual straight line is only seventy-two miles. The fall on straight line would average 13 inches per mile. The valley is a very flat marsh, from seven to sixteen miles wide. The prevailing character of the soil is black muck intermixed with loam, white sand, gravel, peat, and some clay in few places. In many localities iron-ore is found. The line of the canal being centrally located in the Kankakee marshes as to heights and distances, would most effectually drain them and reclaim over a million acres of land. There are now over 6,000 acres of land, worth, if drained, \$10 per acre, belonging to the United States, which is shown on the Government maps as "English Lake" when the Kankakee Valley was sectionized, but in fact extends five miles from the *now* English Lake. What drainage does and what benefits may be derived therefrom may be seen at the farm of Messrs. P. & R. Hunchson, in section 15, township 33 north, range 4 west, Dewey Township, La Porte County. Where water formerly stood the year round, and people in derision called it "the water township," grows now, since partial drainage, corn of an astonishing quality and quantity. In the year 1873 I measured an acre carefully, and found one hundred and five bushels to the acre, equal to seventy bushels of shelled corn to the acre. Similar results were obtained on the farm of Isaac Drum, in section 15, township 32 north, range 5 west, in Jasper County. All these vast marshes would, by the construction of this canal, be equally improved, and consequently the State of Indiana and the United States be very materially benefited in four to six fold revenues. The millions of tons of hay now annually going to waste would thus be saved, two crops of which would pay the entire cost of construction."

In addition to this data in regard to the Kankakee marsh-lands, it is thought proper to add the experience of Benjamin F. Place, near Lemon's Bridge, La Porte County, who has successfully experimented with the agricultural capacity of these lands after drainage, viz:

"In reply to your favor, I will say that there is much of the land in the Kankakee Valley that, when made dry, will rate among the best lands in the State for all spring crops. This is demonstrated by the few past dry seasons, where many of the lands have been cultivated to corn, oats, buckwheat, potatoes, &c., and large crops raised. The only question to be solved, then, is, can these lands be made practically dry? From my own observation and experience I am convinced that most or all of it in the line of the proposed canal can be made dry enough for most of the spring crops, much of it dry enough for wheat, and all dry enough for grass, and this at an expense of from \$3 to \$6 per acre, and grass only at a much less expense than this. When properly ditched it can be plowed and put, I would say, first crop to buckwheat, and raise from 15 to 20 bushels per acre, and two such crops can be raised by means of Wishwitz pulverizer with the one breaking. This will thoroughly subdue the sod, when it can be sown to the tame grasses or cultivated to the usual farm-crop. Some farmers have been successful in raising sod-corn on first breaking by planting with an ax, or to drop the corn beneath the furrow. Indeed I have seen good crops of this kind yielding 40 bushels per acre, and have heard of much larger quantity being raised. I have reclaimed much of the marsh-land that was formerly as marshy as any of it, and is now practically dry and rated among our best lands, and yearly produces good crops. I have secured the fall by beginning at the river and cutting deep lateral and collateral ditches from 3 to 4 feet deep, which generally goes to the substratum or sand and permits the water to rise in the ditches, which, if the water is higher in the marshes than bottom of ditch, will boil up with considerable force in places and run off to the river. Thus it will continue to do until below a level of the bottom of the ditch. If an ordinary stage of water I find I have sufficient fall, and I think much of the land would have on either side of the river. This fall I think could be secured by straightening the river and cutting a channel sufficiently large to permit the water to flow readily. The numerous bends in the river serve as so many dams, and cause the water to set back and rise, which is not at its highest until several days after a hard rain, and when once up requires many days to run down."

I introduce these two letters to set plainly before you, first, the general Kankakee

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Valley, and, second, to show more minutely the result of a farmer's experience in cultivating these lands. The reason they have never been generally cultivated is, that it requires a unanimity of purpose and method among many owners, which it seems almost impossible to obtain. In 1870 and 1871 the Kankakee Valley Draining Company was organized, made surveys, adopted a plan of drainage, and proceeded to make assessments upon lands to be improved by the scheme.

While the non-residents, who were in the majority in point of area to be reclaimed, were in favor of the project, the actual residents, who are mostly an illiterate class, commenced open war, which was not checked until they obtained an injunction, and finally a decision of the supreme court of the State in their favor, which was based upon the closing sentence in Stephan's letter mainly. Now, as to a plan of drainage, it is very simple, and the only question that can arise is the size of the proposed straightened channel. I would recommend that for such distance as the canal may pass through these lands, it be made practically straight, and 120 feet wide, and deep enough to give 4 feet of water at lowest stage. This would take about 6 feet excavation on the average. Such a channel would form the main artery for drainage of about 5,000 acres of land per mile.

The drainage of these lands would make them the greatest hay-producing section of the country, and the quality would be improved as the drainage became more perfect. This would naturally build up a trade which might be unpretentious in the beginning, but would promise good results in the future.

The indirect advantage to the Tippecanoe Valley by utilizing one of the large streams of Northern Indiana, by creating numerous water-powers, would be a matter of no mean proportions, when the fertility of this valley is so well known, and the valuable timber, with which a large portion of the adjacent country is still covered, is taken into consideration.

At La Fayette, on the north side of the Wabash River, it is thought a water-power surpassed by none in the State could be created by this canal, by turning the Tippecanoe from a point some distance above its mouth into the canal, and carrying it down to the point above mentioned. Thus the lockage for many miles would be confined at one point, and the expense of lockage diminished.

There is no reason for doubting the truth of the foregoing statements relative to the drainage of the Kankakee Valley, but it may be asked if the improvement of which the local advantages just recited are the results is a strictly national one, and is of so much importance as to receive the notice of the Government, at this time of great retrenchment, when so many other interests of greater importance seem imperative in their demands. The history and present condition of the Erie, and Wabash, and Miami Canals give no encouragement that a canal connecting Lake Michigan and the Wabash River can be remunerative. The question of cheap transportation is engaging the attention of practical men throughout our whole country, but the lines brought prominently forward are those which connect the rich grain-growing districts of the West with the Atlantic seaboard, designated usually as the east and the west lines, and in which the whole country, East and West, has a joint interest. The north and south lines, depending for their life usually upon small local traffic, have never been remunerative, have no widely-extended wants to meet, and are, with scarcely an exception, a heavy tax upon the States which support them.

In the case under consideration it is not denied that a drainage-canal along the Kankakee Valley, with one terminus on Lake Michigan, would be a great benefit, but it must be remembered, and attentively considered, that all the water the Kankakee can supply is needed and must be applied in the Illinois River to maintain the depth of water sought to be obtained there by existing improvements of vast importance under construction, at great cost, for increasing the navigation of that river in its connection with the Illinois and Michigan Ship-Canal, which has its terminus at Chicago, Ill.

If the Kankakee Valley is to be drained, it should be a separate work, having for its distinctive object the utilizing of the surplus water of the Kankakee River in improving the navigation of the Illinois River, and not in feeding a canal which has no national feature, and whose

construction would be a positive injury to other improvements of vastly greater importance and utility.

A commercial canal to connect Lake Michigan and the Wabash River and a draining-canal of the Kankakee Valley are entirely distinct works, and they cannot be combined in one canal without damaging the interests that may be attained by each, taken as a separate work.

Very respectfully, your obedient servant,

G. L. GILLESPIE,

Major of Engineers, Bvt. Lt. Col., U. S. A.

Brig. Gen. A. A. HUMPHREYS,

Chief of Engineers, U. S. A.

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CONTINGENT EXPENSES OF WAR DEPARTMENT.

LETTER

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING

A report of the expenditures of the Department and its Bureaus under the appropriation for contingent expenses for the fiscal year ending June 30, 1875.

JANUARY 20, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

WAR DEPARTMENT, WASHINGTON CITY, D. C.,
January 17, 1876.

SIR: I have the honor to transmit herewith a report of expenditures of the War Department and its Bureaus under the appropriation for contingent expenses for the fiscal year ending June 30, 1875.

I am, sir, respectfully, &c.,

H. T. CROSBY, *Chief Clerk,*
For and in absence of the Secretary of War.

The SPEAKER of the House of Representatives, Washington, D. C.

Report of expenditures of the contingent funds of the War Department and its Bureaus for the fiscal year ending June 30, 1875.

SECRETARY'S OFFICE.

Date.	To whom paid.	On what account.	Amount.
1874.			
July 7	J. L. Harmon.....	Newspaper subscription....	\$6 60
July 11	Washington and Georgetown Railroad Company.	Tickets.....	20 00
July 13	William S. Mitchell & Co	Oil-cloth, matting, &c.....	380 03
July 17	John M. Judd.....	Book.....	3 50
July 25	City post-office.....	Stamps.....	9 00
July 29	John Tweedale	Rubber coats	22 80
July 31	Thomas Irwin	Horses and carriage.....	155 00
July 31	M. L. Larner.....	Book.....	10 00
July 31	Frances Miles	Washing towels.....	15 00

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1874.			
Aug. 5	C. F. Moore.....	Camphor, &c.....	\$11 75
Aug. 5	Metropolitan Railroad Company.	Tickets.....	20 00
Aug. 7	S. R. Young.....	Newspapers.....	5 40
Aug. 12	V. C. Clayton.....	Type-writer.....	125 00
Aug. 24	Washington and Georgetown Railroad Company.	Tickets.....	20 00
Aug. 28	Adams Express Company.....	Freight.....	17 15
Aug. 31	Thomas Irwin.....	Horses and carriage.....	155 00
Aug. 31	Frances Miles.....	Washing towels.....	15 00
Sept. 1	Metropolitan Railroad Company.	Tickets.....	20 00
Sept. 3	J. N. Wright.....	Soap.....	6 08
Sept. 3	C. F. Moore.....	Soap, &c.....	4 25
Sept. 5	City post-office.....	Stamps, &c.....	10 00
Sept. 10	J. M. Judd.....	Magazine.....	6 00
Sept. 12	G. N. Rider.....	Book.....	6 00
Sept. 17	W. M. Smith.....	Materials for copying-press.....	5 00
Sept. 19	Washington and Georgetown Railroad Company.	Tickets.....	20 00
Sept. 19	R. B. Mohun & Co.....	Stationery.....	1,444 89
Sept. 30	Adams Express Company.....	Freight.....	22 50
Sept. 30	Thomas Irwin.....	Horses and carriage.....	150 00
Sept. 30	C. Graham.....	Washing towels.....	15 00
Sept. 30	O. H. Berger.....	Winding, &c., clocks.....	12 00
Sept. 30	J. W. Boteler & Bro.....	Brooms, &c.....	120 75
Sept. 30	R. B. Mohun & Co.....	Stationery.....	463 05
Sept. 30	Louis Koerth.....	Newspapers, labor, &c.....	51 22
Sept. 30	Kennebec and Potomac Ice Company.	Ice.....	309 66
Oct. 3	City post-office.....	Stamps.....	10 00
Oct. 8	Metropolitan Railroad Company.	Tickets.....	20 00
Oct. 17	Adams Express Company.....	Freight.....	17 65
Oct. 22	Washington and Georgetown Railroad Company.	Tickets.....	10 00
Oct. 31	Thomas Irwin.....	Horses and carriage.....	155 00
Oct. 31	C. Graham.....	Washing towels.....	15 00
Oct. 31	A. Campbell.....	Twine.....	16 80
Nov. 5	Washington and Georgetown Railroad Company.	Tickets.....	10 00
Nov. 5	Metropolitan Railroad Company.	do.....	10 00
Nov. 6	W. C. & F. P. Church.....	Army and Navy Journal.....	6 00
Nov. 6	Theodore Mundorff.....	Magnifying-glass.....	4 50
Nov. 6	City post-office.....	Stamps.....	12 00
Nov. 14	G. M. Schaeffer.....	Papering walls, &c.....	350 39
Nov. 16	W. W. Williamson.....	Map.....	5 00
Nov. 21	Washington and Georgetown Railroad Company.	Tickets.....	10 00
Nov. 21	James Kelly.....	Repairing floors, &c.....	8 50
Nov. 30	C. Graham.....	Washing towels.....	15 00
Nov. 30	Thomas Irwin.....	Horses and carriage.....	150 00
Dec. 1	W. S. Mitchell & Co.....	Carpets, &c.....	760 46
Dec. 3	Washington and Georgetown Railroad Company.	Tickets.....	20 00
Dec. 3	Metropolitan Railroad Company.	do.....	20 00
Dec. 3	C. F. Moore.....	Soap, &c.....	16 30
Dec. 9	City post-office.....	Stamps.....	10 00
Dec. 9	Walton Brothers.....	Cuspadores.....	48 00
Dec. 9	F. S. Baldwin.....	Arithmometer.....	10 00
Dec. 12	A. F. Lewis.....	Pens.....	7 50
Dec. 15	Adams Express Company.....	Freight.....	6 60
Dec. 29	G. M. Wight.....	Office-furniture.....	608 75
Dec. 30	W. H. Hazard.....	New York papers.....	48 30
Dec. 31	Thomas Irwin.....	Horses and carriage.....	155 00
Dec. 31	Louis Koerth.....	Books, &c.....	28 95

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1874.			
Dec. 31	C. Graham	Washing towels.....	\$15 00
Dec. 31	Thomas Norfleet	Horse-blankets, &c	57 50
Dec. 31	R. B. Mohun & Co	Stationery.....	1,985 47
1875.			
Jan. 2	J. L. Harmon.....	Newspapers	3 30
Jan. 2	Washington and Georgetown Railroad Company.	Tickets.....	20 00
Jan. 7	Kennebec and Potomac Ice Com- pany.	Ice.....	185 97
Jan. 8	Franklin Telegraph Company....	Telegrams	6 33
Jan. 9	City post-office	Stamps.....	7 70
Jan. 13	W. H. Boyd	Directories	40 00
Jan. 26	Washington and Georgetown Railroad Company.	Tickets.....	20 00
Jan. 26	Metropolitan Railroad Company.	do	20 00
Jan. 30	C. Graham.....	Washing towels	15 00
Feb. 3	City post-office.....	Stamps.....	6 00
Feb. 3	J. Disturnell.....	Registers.....	15 00
Feb. 12	J. W. Boteler & Bro	Chamois-skins, &c	49 50
Feb. 14	C. F. Moore.....	Brushes, &c	11 55
Feb. 17	J. N. Wright.....	Soap	12 18
Feb. 23	City post-office.....	Stamps.....	9 00
Feb. 23	Washington and Georgetown Railroad Company.	Tickets.....	20 00
Feb. 27	W. H. Hazard	Newspapers	3 50
Feb. 27	C. Graham.....	Washing towels.....	15 00
March 8	R. B. Mohun & Co.....	Stationery.....	1,647 50
March 11	Metropolitan Railroad Company.	Tickets.....	20 00
March 20	Washington and Georgetown Railroad Company.	do	20 00
March 27	H. Neubeck.....	Repairing locks.....	2 50
March 29	F. Philp.....	Magnifying-glass	4 00
March 31	L. Koerth	Postage, &c	39 00
March 31	C. Graham.....	Washing towels	15 00
March 31	City post-office.....	Stamps.....	15 00
March 31	B. Koch	Repairing saddle.....	2 00
March 31	Thomas Norfleet	Mail-bag, &c	39 87
April 12	Washington and Georgetown Railroad Company.	Tickets.....	20 00
April 16	John F. Livingston	Newspapers	1 32
April 17	W. J. Murtagh.....	do	24 00
April 20	City post-office.....	Stamps.....	6 00
April 24	Metropolitan Railroad Company.	Tickets.....	20 00
April 30	C. Graham.....	Washing towels	15 00
May 1	Daniel Leonard.....	Office-furniture	103 75
May 3	R. B. Mohun & Co.....	Stationery.....	276 15
May 3	E. M. Ruttenber & Son.....	Historical Magazines.....	9 00
May 4	Washington & Georgetown Rail- road Company.	Tickets.....	10 00
May 7	Washington Gas-Light Company.	Gas	45 00
May 11	City post-office	Stamps.....	6 00
May 19	W. M. Tennison.....	Gas-burners	5 00
May 26	City post-office	Stamps.....	5 00
May 26	Joseph L. Savage	Office-furniture	5 50
May 28	Geo. P. Rowell & Co.....	Newspaper directory.....	5 00
May 31	Financier Association	Financier.....	5 00
May 31	Littell & Gay.....	Living Age.....	8 00
June 1	W. H. Hazard.....	Periodicals	36 15
June 1	C. Graham.....	Washing towels.....	15 00
June 2	Washington & Georgetown Rail- road Company.	Tickets.....	5 00
June 4	Washington Gas-Light Company.	Gas	35 75
June 5	F. Lemmer	Repairing locks, &c.....	8 50

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
June 7	C. F. Moore.....	Soap, disinfectants, &c.....	\$13 90
June 7	R. B. Mohun & Co.....	Stationery.....	410 84
June 14	Metropolitan Railroad Company.	Tickets.....	5 00
June 16	Washington & Georgetown Railroad Company.	do.....	5 00
June 16	City post-office.....	Stamps.....	3 00
June 19	R. B. Mohun & Co.....	Stationery.....	116 50
June 25	R. B. Mohun & Co.....	do.....	185 75
June 30	John F. Livingston.....	Newspapers.....	1 32
June 30	William Callow.....	do.....	7 35
June 30	Washington Gas-Light Company.	Gas.....	31 00
June 30	James L. Harmon.....	Newspapers.....	3 30
	Total.....		11,999 28

Amount appropriated for the year..... \$12,000 00

Amount expended during the year..... 11,999 28

Balance in the Treasury..... 72

ADJUTANT-GENERAL'S OFFICE.

Date.	To whom paid.	On what account.	Amount.
1874.			
July 31	Mary French.....	Washing towels.....	\$28 65
July 31	John Talty.....	Plumbing.....	58 89
Aug. 4	Kennebec and Potomac Ice Company.	Ice.....	107 98
Aug. 5	Ida Lane.....	Washing towels.....	5 75
Aug. 8	F. A. Conrad.....	File-cases.....	13 00
Aug. 8	W. H. Blackwell.....	Cleaning and scrubbing....	61 00
Aug. 13	Franklin Telegraph Company...	Telegrams.....	20 61
Aug. 20	Western Union Telegraph Company.	do.....	72 12
Aug. 26	Henry Neubeck.....	Repairing locks, &c.....	1 50
Aug. 28	Adams Express Company.....	Freight.....	14 40
Aug. 31	Ida Lane.....	Washing towels.....	6 62
Aug. 31	Norman Gamson.....	Labor.....	1 00
Aug. 31	Mary French.....	Washing towels.....	34 62
Sept. 3	Kennebec and Potomac Ice Company.	Ice.....	99 49
Sept. 3	D. Leonard.....	Carpentry.....	25 00
Sept. 5	Joseph Gawler.....	Office-furniture.....	21 00
Sept. 7	W. H. Blackwell.....	Labor.....	7 00
Sept. 7	Franklin Telegraph Company...	Telegrams.....	38 37
Sept. 11	Washington Gas-Light Company.	Gas.....	75
Sept. 11	do.....	do.....	2 25
Sept. 14	F. A. Conrad.....	Carpentry.....	43 44
Sept. 15	James Talty.....	Plumbing.....	6 75
Sept. 19	Western Union Telegraph Company.	Telegrams.....	36 56
Sept. 19	R. B. Mohun & Co.....	Stationery.....	197 87
Sept. 25	W. H. Blackwell.....	Removing safe.....	5 00
Sept. 25	do.....	Cleaning and scrubbing....	12 00
Sept. 30	Mary French.....	Washing towels.....	28 22
Sept. 30	Adams Express Company.....	Freight.....	1 40
Sept. 30	P. H. Weber.....	Railroad-tickets.....	10 00
Sept. 30	R. B. Mohun & Co.....	Stationery.....	145 42

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1874.			
Sept. 30	Franklin Telegraph Company....	Telegrams.....	\$22 55
Sept. 30	Kennebec and Potomac Ice Com- pany.	Ice.....	92 22
Sept. 30	do	do	99 04
Sept. 30	O. L. Berger.....	Repairing clocks.....	5 50
Oct. 5	Ida Lane	Washing towels	7 16
Oct. 17	Adams Express Company.....	Freight	3 25
Oct. 17	F. Cloud	Putting in coal	1 75
Oct. 17	W. H. Blackwell	Cleaning, &c	18 00
Oct. 17	Anthony Banks.....	Sweeping chimneys.....	16 60
Oct. 20	Robert Neal	Putting down carpets	2 25
Oct. 21	Washington Gas-Light Company.	Gas	6 00
Oct. 27	J. C. Hogan.....	Taking down awnings	40 25
Oct. 30	W. H. Hazard.....	Newspapers	7 00
Oct. 31	G. W. Chamberlen	Glazing	76 00
Nov. 1	Mary French	Washing towels	28 26
Nov. 1	Western Union Telegraph Com- pany.	Telegrams	109 14
Nov. 3	Ida Lane	Washing towels	6 00
Nov. 6	Franklin Telegraph Company ...	Telegrams	17 64
Nov. 10	C. G. Ball.....	Repairing stoves, &c.....	38 00
Nov. 12	P. H. Weber	Railroad-tickets	10 00
Nov. 14	Washington Gas-Light Company.	Gas	6 50
Nov. 14	F. Schneider & Son	Hardware	9 55
Nov. 14	do	do	4 60
Nov. 17	G. M. Schaeffer.....	Laying carpets.....	6 00
Nov. 17	James Talty	Plumbing	85 00
Nov. 21	W. T. Stewart	Removing furniture	1 00
Nov. 21	G. M. Wight.....	Office-chair.....	14 00
Nov. 23	Western Union Telegraph Com- pany.	Telegrams.....	137 33
Nov. 28	Stephen Just	Carpentry	30 00
Nov. 30	W. H. Dunn	Office-furniture	23 75
Nov. 30	Adams Express Company	Freight	50
Dec. 1	C. A. Krause	Papering	8 85
Dec. 1	Mary French.....	Washing towels.....	36 56
Dec. 2	Ida Lane	do	5 75
Dec. 3	J. W. Boteler & Bro.....	Chamois-skins, &c	48 30
Dec. 9	Kennebec and Potomac Ice Com- pany.	Ice.....	59 75
Dec. 9	P. H. Weber	Railroad-tickets	20 00
Dec. 9	R. A. Sommerville.....	Muster-rolls 1812.....	10 00
Dec. 9	Franklin Telegraph Company....	Telegrams.....	54 04
Dec. 14	R. B. Mohun & Co	Stationery	759 37
Dec. 15	Western Union Telegraph Com- pany.	Telegrams.....	76 42
Dec. 15	Adams Express Company	Freight	9 50
Dec. 31	Ida Lane	Washing towels	4 75
Dec. 31	Mary French	do	29 28
Dec. 31	G. W. Chamberlen	Painting and glazing.....	11 00
Dec. 31	do	do	1 50
Dec. 31	W. H. Blackwell	Labor.....	21 50
Dec. 31	W. H. Hazard.....	Newspapers	3 00
Dec. 31	R. B. Mohun & Co.....	Stationery	191 30
1875.			
Jan. 7	W. H. Cramcour	Putting away coal	1 25
Jan. 7	Kennebec and Potomac Ice Com- pany.	Ice.....	64 53
Jan. 7	do	do	64 73
Jan. 8	Franklin Telegraph Company ...	Telegrams	19 52
Jan. 8	O. L. Berger	Repairing clocks.....	1 25
Jan. 8	Riggles & Gadsby	Matches, brooms, &c.....	27 00

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
Jan. 8	Washington Gas-Light Company.	Gas	\$11 75
Jan. 8	do	do	4 25
Jan. 9	Kennebec and Potomac Ice Com- pany.	Ice	66 01
Jan. 12	R. B. Mohun & Co.	Stationery	350 00
Jan. 13	W. S. Mitchell & Co	Carpets, &c	139 96
Jan. 14	W. H. Boyd	Directories	50 00
Jan. 16	C. G. Ball	Fire-board, &c	12 85
Jan. 18	Western Union Telegraph Com- pany.	Telegrams	81 32
Jan. 26	F. Schneider & Son	Hardware	7 08
Jan. 26	do	do	9 15
Jan. 30	K. Kneessi	Straps for files	15 00
Jan. 30	Mary French	Washing towels	29 52
Jan. 30	Adams Express Company	Freight	12 75
Feb. 1	W. M. Davis	Towels	24 00
Feb. 4	G. M. Wight	Office-furniture	146 50
Feb. 4	Kennebec and Potomac Ice Com- pany.	Ice	62 14
Feb. 5	Ida Lane	Washing towels	6 00
Feb. 8	Charles Cleburne	Cleaning off snow	3 25
Feb. 8	P. H. Weber	Railroad-tickets	10 00
Feb. 9	Franklin Telegraph Company	Telegrams	26 41
Feb. 12	John Bird	Cleaning off snow	5 00
Feb. 12	Washington Gas-Light Company.	Gas	11 50
Feb. 13	Post-Office Department	Postage	21
Feb. 19	H. S. Vanderbilt	Salamander felting	10 80
Feb. 19	Western Union Telegraph Com- pany.	Telegrams	62 85
Feb. 20	William Harris	Cleaning off snow	2 50
Feb. 20	D. Leonard	Carpentry	14 00
Feb. 27	W. H. Blackwell	Hauling ashes	6 00
Feb. 27	Mary French	Washing towels	30 07
Feb. 27	W. H. Hazard	Newspapers	3 50
March 2	Murray Harris	Cleaning off snow	4 50
March 3	Kennebec and Potomac Ice Com- pany.	Ice	57 36
March 6	John Bird	Cleaning off snow	2 50
March 8	R. B. Mohun & Co	Stationery	641 17
March 8	Ida Lane	Washing towels	5 00
March 9	James Talty	Plumbing	27 41
March 10	P. H. Weber	Railroad-tickets	20 00
March 16	J. Bradley Adams	Office-files	13 50
March 17	W. Williamson	Atlas	8 00
March 19	J. W. Boteler & Bro	Tumblers, &c	4 80
March 19	do	Matches, brooms, &c	41 25
March 24	Schwartz & Smith	do	7 00
March 24	Western Union Telegraph Com- pany.	Telegrams	76 01
March 27	F. A. Conrad	Repairing furniture	24 00
March 27	Samuel McMonigle	Railroad-tickets	10 00
March 31	Mary French	Washing towels	39 76
March 31	O. L. Berger	Repairing clocks	7 50
March 31	Kennebec and Potomac Ice Com- pany.	Ice	64 53
March 31	K. Kneessi	Whip	3 00
March 31	Washington Gas-Light Company	Gas	7 25
March 31	Western Union Telegraph Com- pany.	Telegrams	177 43
March 31	Washington Gas-Light Company	Gas	7 75
March 31	Franklin Telegraph Company	Telegrams	60 74
March 31	R. B. Mohun & Co	Stationery	622 77
March 31	Ida Lane	Washing towels	6 25

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
March 31	Kennebec and Potomac Ice Company.	Ice	\$54 95
March 31	Congressional Printer	Postage on Record	2 00
April 17	W. J. Murtagh	Newspapers	8 00
April 17	Adams Express Company	Freight	90
April 17	Joseph Gawler	Furniture	18 00
April 30	Mary French	Washing towels	30 10
May 1	Henry Neubeck	Repairing locks	1 50
May 1	F. A. Conrad	Repairing furniture	15 75
May 3	R. B. Mohun & Co.	Stationery	115 25
May 3	W. H. Hazard	Newspapers	3 50
May 4	G. M. Wight	Office-furniture	21 50
May 5	W. H. Dunn	do	40 00
May 6	Kennebec and Potomac Ice Company.	Ice	31 07
May 7	Washington Gas-Light Company	Gas	6 00
May 8	Samuel McMonigle	Cleaning offices	12 00
May 10	Ida Lane	Washing towels	5 25
May 10	Washington City post-office	Postage	26 64
May 13	C. F. Moore & Co.	Camphor, &c	7 50
May 13	Atlantic and Pacific Telegraph Company.	Telegrams	50 99
May 21	P. H. Weber	Car-tickets	10 00
May 25	Western Union Telegraph Company.	Telegrams	93 82
May 25	Adams Express Company	Freight	12 25
June 1	Mary French	Washing towels	38 34
June 2	R. B. Mohun & Co.	Stationery	359 42
June 3	Ida Lane	Washing towels	6 00
June 4	Samuel McMonigle	Whitewashing offices	74 00
June 4	Kennebec and Potomac Ice Company.	Ice	31 11
June 4	Washington Gas-Light Company	Gas	3 50
June 9	James Talty	Plumbing	15 95
June 10	Joseph Collins	Cleauing carpets	5 00
June 12	Atlantic and Pacific Telegraph Company.	Telegrams	16 12
June 16	Southern and Atlantic Telegraph Company.	do	54
June 17	Western Union Telegraph Company.	do	139 55
June 18	Marshall Thompson	Cleaning offices	29 00
	Total		8,000 00
Amount appropriated			\$8,000 00

BUREAU OF MILITARY JUSTICE.

Date.	To whom paid.	On what account.	Amount.
1874.			
July 25	John McDevitt	Cyclopædia	\$7 50
July 31	A. K. Williams	Book	2 75
Aug. 3	S. S. Wade	File-boards	50 00
Sept. 19	R. B. Mohun & Co.	Stationery	22 77
Sept. 25	J. M. Judd	Great Republic	5 00
Sept. 30	Kennebec and Potomac Ice Company.	Ice	15 80

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1874.			
Oct. 17	G. N. Sullivan	Picturesque America	\$12 00
Oct. 24	Hamilton & Pearson	Drop-light	12 90
Oct. 27	J. Jenifer	Putting down carpets	2 00
Nov. 28	James Watts	Washing towels	8 62
Dec. 2	McGill & Witherow	Printing	30 00
Dec. 17	W. C. & F. P. Church	Army and Navy Journal	6 00
1875.			
Jan. 7	Kennebec and Potomac Ice Com- pany.	Ice	15 80
Jan. 11	R. B. Mohun & Co	Stationery	35 08
Jan. 14	W. H. Boyd	Directory	5 00
Jan. 18	Western Union Telegraph Com- pany.	Telegrams	1 50
Jan. 18	City post-office	Postage	80
Jan. 30	Davis & Gittings	Gas-burners	2 50
Feb. 23	James Watts	Washing towels	4 88
March 8	R. B. Mohun & Co	Stationery	32 00
March 31	J. A. Nisonger	Stamp	1 50
March 31	Kennebec and Potomac Ice Com- pany.	Ice	9 40
March 31	A. K. Chandler	Soap, towels, &c	8 08
March 31	A. M. Sinsabaugh	United States History	2 50
April 7	Metropolitan Railroad Company.	Tickets	5 00
May 1	William F. Laws	United States History	6 00
May 4	G. M. Wight	Walnut stool	3 50
May 5	Frank Thomas	Cleaning carpets	7 00
May 19	G. N. Sullivan	Sherman's Memoirs	8 50
May 26	J. M. Judd	Map	50
June 14	J. B. Dodson	Carpets, &c	114 19
June 19	James Watts	Washing towels	7 43
June 30	W. H. & O. H. Morrison	Book	2 00
June 30	G. M. Wight	Hair cushion	6 50
June 30	Kennebec and Potomac Ice Com- pany.	Ice	7 80
June 30	R. B. Mohun & Co	Stationery	37 20
	Total		500 00

Amount appropriated \$500 00
Amount expended 500 00

QUARTERMASTER-GENERAL.

Date.	To whom paid.	On what account.	Amount.
1874.			
July 16	G. A. Gustin, agent	Type-writer	\$125 00
July 31	C. W. Bond	Washing towels	5 00
July 31	H. O. Hoyt	Railway Manual	7 50
July 31	G. L. Ford	New York Tribune	10 00
July 31	Jane R. Brent	Washing towels	9 00
Aug. 3	C. C. Purcell	Envelopes	60 80
Aug. 7	J. C. Hogan	Repairing awnings	8 00
Aug. 7	L. J. Denham	Paints, &c	8 85
Aug. 15	Schuller & Rokeman	Painting	36 00
Aug. 17	W. W. Farr	Repairing clock	4 50
Aug. 18	Army and Navy	Journal	6 00
Aug. 20	B. Westermann & Co	Subscription	8 80
Aug. 20	Keuffel & Esser	Compasses	3 00

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1874.			
Aug. 20	B. Westermann & Co	Building News	\$4 45
Aug. 28	Faetz & Pratt	Real Estate Directory	16 00
Aug. 28	do	do	16 00
Aug. 29	A. R. Shepherd & Co	Plumbing	178 82
Aug. 29	H. Baumgarten	Stamps, dies, &c	60 00
Aug. 29	J. Fitzpatrick	Repairing furnaces	20 00
Sept. 7	C. W. Bond	Washing towels	5 00
Sept. 7	William Minster & Son	Covering desk	22 50
Sept. 7	Hewitt, Gastin & Co	Type-writer	125 00
Sept. 8	Jane R. Brent	Washing towels	9 00
Sept. 11	Gas company	Gas	20 75
Sept. 11	do	do	20 00
Sept. 19	R. B. Mohun & Co	Stationery	1,518 57
Sept. 19	E. W. Woodruff	Files	12 00
Sept. 25	Industrial Publishing Company ..	Technologist	1 50
Sept. 25	B. Westermann	Workshop receipts	2 12
Sept. 30	Kennebec and Potomac Ice Com- pany.	Ice	159 30
Oct. 2	Jane R. Brent	Washing towels	9 00
Oct. 2	C. W. Bond	do	5 00
Oct. 13	J. W. Boteler & Bro.	Water-coolers, &c	27 00
Oct. 17	M. McCandaws	Scrubbing	3 00
Oct. 21	Gas company	Gas	23 25
Oct. 22	H. Emmons	Mechanical Dictionary	12 00
Oct. 24	M. McCandaws	Scrubbing	6 00
Oct. 30	J. Fitzpatrick	Repairing floors, &c	51 00
Oct. 31	John Mounteney	Water-coolers	4 50
Nov. 2	M. McCandaws	Scrubbing	7 50
Nov. 2	C. W. Bond	Washing towels	5 00
Nov. 3	J. R. Brent	do	9 00
Nov. 5	R. Hofer	Repairing locks, &c	4 50
Nov. 9	L. J. Denham	Turpentine, &c	6 90
Nov. 9	Noyes, Holmes & Co	Writing-desk	12 00
Nov. 10	B. W. Reed & Sons	Soap, &c	9 39
Nov. 13	Schutter & Rokeman	Painting	42 00
Nov. 13	W. Williamson	Maps	10 00
Nov. 14	Gas company	Gas	34 75
Nov. 21	A. R. Shepherd & Co	Plumbing	483 25
Nov. 21	J. C. Hogan	Repairing flag	3 50
Nov. 30	H. Baumgarten	Stamp-ribbons, &c	5 00
Dec. 1	Darling & Soule	Ventilators	25 00
Dec. 2	C. W. Bond	Washing towels	5 00
Dec. 2	Mrs. Jane R. Brent	do	9 00
Dec. 2	W. Minster & Son	Repairing desk	3 00
Dec. 15	Hewett & Co	Copying-ribbons	2 50
Dec. 15	Hewett, Gustin & Co	do	5 00
Dec. 17	B. Westermann & Co	Books	12 55
Dec. 17	do	do	1 22
Dec. 17	do	do	16 58
Dec. 22	T. P. Hess	Remodeling file-case	18 00
Dec. 31	R. B. Mohun & Co	Stationery	490 27
1875.			
Jan. 7	Kennebec and Potomac Ice Com- pany.	Ice	79 00
Jan. 7	C. W. Bond	Washing towels	5 00
Jan. 8	J. R. Brent	do	9 00
Jan. 8	R. Hofer	Repairing clocks	8 10
Jan. 8	Gas company	Gas	41 25
Jan. 8	do	do	62 50
Jan. 9	J. Curry	Painting	16 50
Jan. 9	A. R. Shepherd & Co	Plumbing	417 32
Jan. 11	B. W. Reed & Sons	Baskets, &c	23 22
Jan. 13	W. S. Mitchell & Co	Mat, &c	100 99

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
Jan. 14	W. H. Boyd	Directories	\$10 00
Jan. 15	J. Fitzpatrick	Grate-facing, &c	10 00
Jan. 16	J. Mounteney	Repairing water-coolers, &c	13 25
Jan. 16	L. H. Schneider	Hardware	16 47
Jan. 22	W. Minster & Son	Covering tables	6 00
Jan. 27	Darling & Soulé	Ventilators	40 00
Jan. 30	Franklin & Co	Thermometers	5 00
Jan. 30	H. Baumgarten	Type for stamps	1 00
Jan. 30	do	One stamp	20 00
Feb. 1	C. W. Bond	Washing towels	5 00
Feb. 1	Jane R. Brent	do	9 00
Feb. 8	L. J. Denham	Oil, &c	8 40
Feb. 10	E. Steiger	"Workshop"	5 40
Feb. 10	David Williams	"Iron Age"	4 50
Feb. 12	Gas company	Gas	61 75
Feb. 19	Hewitt & Co	Ribbons for type-writer	4 50
Feb. 27	W. E. Spaulding & Son	Graining	7 00
March 1	Darling & Soulé	Ventilators	25 00
March 1	C. Graham	Washing towels	14 00
March 2	Andrew Burk	Cleaning off snow	1 50
March 8	R. B. Mohun & Co	Stationery	505 28
March 13	W. Williamson	Atlas	8 00
March 25	Darling & Soulé	Ventilators	15 00
March 29	B. Westermann & Co	Books	5 85
March 31	C. Graham	Washing towels	14 00
March 31	H. Blan	Sewing and laying matting	25 02
March 31	Kennebec & Potomac Ice Com- pany.	Ice	38 50
March 31	C. Graham	Labor	5 25
March 31	E. W. Woodruff	File-boards	5 00
March 31	Gas company	Gas	53 50
March 31	do	do	51 50
March 31	L. J. Denham	Glass, putty, &c	8 05
March 31	W. B. Moses	Repairing furniture	9 50
March 31	W. S. Thompson	Camphor, &c	4 70
March 31	R. B. Mohun & Co	Stationery	81 50
April 9	L. J. Anderson	Scrubbing-machines	3 00
April 13	C. H. Barnaclo	Subscription to Chronicle	8 00
April 24	James Fitzpatrick	Repairing tile-floor	6 50
April 26	Noyes, Holmes & Co	Adjustable stand	12 00
April 29	B. Westermann & Co	Subscription to periodicals	45 37
April 29	do	do	20 60
April 29	Munn & Co	Subscription to Scientific American.	3 20
April 30	Gray & Noyes	Repairing pump, heating- apparatus.	21 17
May 1	H. Blan	Sewing, &c., cocoa matting	36 54
May 3	Catharine Graham	Washing towels, &c	20 75
May 5	Richard B. Mohun & Co	Stationery	153 10
May 7	Washington Gas Company	Gas	46 00
May 8	H. Baumgarten	Repairing hand-stamp, &c	2 00
May 13	Washington & Georgetown Rail- road Company.	Tickets	5 00
May 22	William W. Farr	Repairing clock	2 00
May 25	Franklin & Co	Thermometer	2 00
May 28	R. B. Mohun & Co	Stationery	262 50
May 31	The Franklin Institute	Subscription to journal	5 00
June 1	Sarah Chase	Scrubbing and cleaning	6 00
June 2	H. Semken	Repairing clocks	30 00
June 3	C. Graham	Washing towels, &c	23 00
June 4	Washington Gas Company	Gas	42 00
June 8	J. L. Hewitt	Ribbons for type-writer	3 50

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
June 10	R. Hofer	Locksmith, &c., work	\$4 11
June 10	B. W. Reed & Sons	Office-furnishings	25 40
June 14	W. B. Moses	Office-furniture	218 96
June 19	G. P. B. Hoyt	Photograph	7 50
June 19	J. Fitzpatrick	Plastering, &c	4 00
June 22	William W. Farr	Repairing clock	2 00
June 26	E. Steiger	Periodicals, &c	10 20
June 28	L. J. Denham	Paint, &c	10 90
June 28	J. W. Boteler & Bro	Coolers, &c	46 25
June 28	W. S. Thompson	Oil, &c	3 55
June 30	H. N. Barlow	Altering picture-frame	1 50
June 30	H. Blan	Laying carpet	2 50
June 30	W. S. Mitchell	Matting	72 00
June 30	do	Oil-cloth	13 50
June 30	C. Graham	Washing towels	14 00
June 30	Kennebec Ice Company	Ice	46 30
June 30	B. Westermann & Co	Periodicals	11 85
June 30	Gas-Light company	Gas	32 75
June 30	L. H. Schneider	Repairing stamps, &c	7 08
	Total .....	.....	7,000 00

Amount appropriated \$7,000 00
Amount expended 7,000 00

OFFICE OF THE COMMISSARY-GENERAL.

Date.	To whom paid.	On what account.	Amount.
1874.			
July 14	National Republican	Subscription	\$8 00
July 29	J. W. Boteler & Bro	Water-coolers	14 00
July 31	A. B. Stoughton	Rent	333 33
Aug. 12	W. C. & F. P. Church	Army and Navy Journal	6 00
Aug. 20	Western Union Telegraph Com- pany.	Telegrams	20 14
Aug. 31	S. Thaxten & Son	Mathematical instrument	2 50
Sept. 4	J. A. Baker	Wrench, &c	4 25
Sept. 5	A. B. Stoughton	Rent	333 33
Sept. 5	J. E. Strother	Washing towels	12 00
Sept. 11	Gas company	Gas	2 50
Sept. 11	do	do	3 75
Sept. 19	Western Union Telegraph Com- pany.	Telegrams	4 20
Sept. 25	W. C. & F. P. Church	Binding for journal	1 24
Sept. 30	R. B. Mohun & Co	Stationery	318 25
Sept. 30	New York Times	Subscription	12 00
Sept. 30	Kennebec and Potomac Ice Com- pany.	Ice	84 50
Oct. 2	A. B. Stoughton	Rent	333 33
Oct. 9	F. H. Case	Horse	225 00
Oct. 21	Gas company	Gas	5 50
Nov. 2	A. B. Stoughton	Rent	333 33
Nov. 2	J. McDermott & Bro	Repairing wagon	12 00
Nov. 2	J. E. Strother	Washing towels	12 00
Nov. 2	Western Union Telegraph Com- pany.	Telegrams	15 24
Nov. 3	James O'Hagan	Plumbing	17 35
Nov. 4	B. Koch	Horse-cloth	3 00

Contingent expenses of War Department, &c.—Continued.

[Date.	To whom paid.	On what account.	Amount.
1874.			
Nov. 14	Gas company	Gas	\$6 50
Nov. 23	Western Union Telegraph Com- pany.	Telegrams	14 90
Dec. 9	M. L. Larner	Book	3 50
Dec. 10	F. S. Baldwin	Arithmometer	10 00
Dec. 14	W. H. Hanner	Repairing furniture	71 35
Dec. 14	A. B. Stoughton	Rent	333 33
Dec. 15	Western Union Telegraph Com- pany.	Telegrams	56
Dec. 31	Solomon Stover	Wood and coal	270 00
Dec. 31	A. B. Stoughton	Rent	333 33
Dec. 31	Metropolitan Railroad Company.	Tickets	10 00
Dec. 31	R. B. Mohun & Co	Stationery	252 25
Dec. 31	do	do	148 54
1875.			
Jan. 7	Kennebec and Potomac Ice Com- pany.	Ice	39 80
Jan. 7	J. B. Dodson	Cloth	24 00
Jan. 8	Gas company	Gas	6 25
Jan. 8	do	do	6 25
Jan. 9	C. H. Barnacio	Newspapers	8 00
Jan. 9	Thomas Norfleet	Repairing harness	35 60
Jan. 13	W. S. Mitchell & Co	Mats, &c	17 40
Jan. 13	B. Koch	Repairing harness	7 85
Jan. 14	W. H. Boyd	Directory	5 00
Jan. 16	W. T. Nimmo	Blackstone	6 50
Jan. 18	Western Union Telegraph Com- pany.	Telegrams	17 99
Jan. 30	A. B. Stoughton	Rent	333 33
Feb. 4	G. M. Wight	Chair	16 00
Feb. 6	J. E. Strother	Washing towels	18 00
Feb. 12	Gas company	Gas	7 50
Feb. 19	Western Union Telegraph Com- pany.	Telegrams	7 32
Feb. 19	Hewitt & Co	Ribbon for type-writer	1 50
March 2	W. S. Thompson	Horse-medicine	1 15
March 2	A. B. Stoughton	Rent	333 33
March 8	Solomon Stover	Wood and coal	107 00
March 8	R. B. Mohun & Co	Stationery	66 50
March 16	George W. Chamberlen	Glazing	4 00
March 24	Western Union Telegraph Com- pany.	Telegrams	34 47
March 31	A. B. Stoughton	Rent	333 33
March 31	J. E. Strother	Washing towels	12 00
March 31	Solomon Stover	Wood and coal	107 00
March 31	Kennebec and Potomac Ice Com- pany.	Ice	26 10
March 31	Washington Gas-Light Company.	Gas	5 00
March 31	do	do	5 25
March 31	R. B. Mohun & Co	Stationery	187 00
March 31	Western Union Telegraph Com- pany.	Telegrams	28 59
April 10	W. J. Murtagh	Republican	8 00
April 16	W. H. & O. H. Morrison	Books	9 00
April 20	M. Waite & Co	Repairing roof	2 50
April 24	J. Scheifley	Office-fixtures	13 50
April 26	W. P. Garrison	Magazines	5 20
April 30	A. B. Stoughton	Rent	333 33
May 5	R. B. Mohun & Co	Stationery	32 70
May 7	Washington Gas-Light Company.	Gas	4 25
May 8	A. R. Shepherd & Co	Plumbing	21 71
May 8	G. M. Wight	Furniture	45 00
May 8	William Hounschild	Cambric, hooks, &c	10 53

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
May 20	G. N. Sullivan	Sherman's Memoirs	\$8 50
May 25	Western Union Telegraph Com- pany.	Telegrams	23 67
May 26	J. McDermott & Bro	Repairing wagon	35 00
June 1	A. B. Stoughton	Rent	333 33
June 1	W. D. Wyvill	Water-cooler	8 00
June 4	Washington Gas-Light Company	Gas	2 25
June 5	J. E. Strother	Washing towels	12 00
June 5	W. S. Mitchell	Window-shades	16 00
June 5	R. B. Mohun & Co	Stationery	67 25
June 14	G. M. Wight	Revolving chair	15 00
June 17	Metropolitan Railroad Company	Tickets	5 00
June 17	Western Union Telegraph Com- pany.	Telegrams	19 61
June 19	W. H. Harrover	Shovel, &c	3 25
June 30	C. Schneider	Putting up wires	36 00
June 30	J. E. Strother	Washing towels	6 00
June 30	W. B. Moses	Office-furniture	50 00
June 30	Kennebec and Potomac Ice Com- pany.	Ice	24 40
June 30	R. B. Mohun & Co	Stationery	97 50
June 30	do	Calendars, &c	23 75
June 30	Washington Gas-light Company	Gas	2 00
June 30	Western Union Telegraph Com- pany.	Telegrams	6 95
June 30	A. B. Stoughton	Rent	333 33
June 30	R. B. Mohun & Co	Stationery	5 48
	Total		7,000 00

Amount appropriated \$7,000 00
Amount expended 7,000 00

OFFICE OF THE SURGEON-GENERAL.

Date.	To whom paid.	On what account.*	Amount.
1874.			
Aug. 8	Wurdemann & Bro	Repairing furniture	\$43 00
Aug. 20	Western Union Telegraph Com- pany.	Telegrams	9 98
Aug. 25	M. G. Copeland	Awnings	63 00
Aug. 31	J. C. Ray	Repairing furniture	75 00
Sept. 5	A. J. Joyce	Repairing wagon	14 88
Sept. 6	A. Oliffe	Putting away coal	31 00
Sept. 11	Gas Company	Gas	3 50
Sept. 12	A. Banks	Sweeping chimney	4 30
Sept. 15	G. Armstrong	Cutting grass	1 00
Sept. 19	Western Union Telegraph Com- pany.	Telegrams	42
Sept. 22	Thomas Payne	Sawing wood, &c	69 50
Sept. 23	C. J. Myers	Ice-pitcher	19 50
Sept. 30	A. F. Hyde, attorney	Rent	800 00
Sept. 30	B. F. Morsell	Horse-feed	151 77
Oct. 9	H. Neubeck	Repairing locks	4 00
Oct. 13	J. W. Boteler & Bro	Comb, brushes, &c	9 50
Oct. 15	C. G. Ball	Repairing furnace	8 25
Oct. 15	Great Falls Ice Company	Ice	315 55
Oct. 16	B. Koch	Repairing harness, &c	33 40
Oct. 17	A. J. Joyce	Repairing wagon	2 63

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1874.			
Oct. 17	William Cocker.....	Repairing shears.....	\$1 30
Oct. 17	J. F. Doran.....	Horseshoeing.....	11 50
Oct. 17	W. W. Farr.....	Repairing clock.....	2 00
Oct. 21	Gas Company.....	Gas.....	5 00
Oct. 24	G. W. Chamberlen.....	Glazing.....	16 31
Oct. 24	H. Check.....	Labor.....	18 00
Oct. 26	J. C. Ray.....	Carpentry.....	139 02
Nov. 2	Western Union Telegraph Com- pany.	Telegrams.....	2 38
Nov. 3	James Kelly.....	Cleaning and repairing stoves.	49 70
Nov. 6	John Lockie.....	Office directory.....	20 00
Nov. 11	W. W. Farr.....	Clocks, &c.....	29 00
Nov. 13	C. H. Barnaclo.....	Chronicle.....	8 00
Nov. 14	Gas Company.....	Gas.....	7 75
Nov. 14	F. Schneider & Son.....	Hardware.....	27 06
Nov. 23	Western Union Telegraph Com- pany.	Telegrams.....	8 13
Nov. 23	J. C. Ray.....	Carpentry.....	50 00
Nov. 25	M. G. Copeland.....	Awnings, &c.....	18 50
Dec. 12	P. W. Boyle.....	Cleaning chimneys.....	10 00
Dec. 15	Western Union Telegraph Com- pany.	Telegrams.....	2 00
Dec. 31	A. Hyde, attorney.....	Rent.....	800 00
1875.			
Jan. 8	Gas company.....	Gas.....	7 25
Jan. 8	do.....	do.....	7 25
Jan. 8	F. Lamb.....	Picture-frames.....	9 50
Jan. 11	Henry Neubeck.....	Repairing locks.....	1 50
Jan. 11	William Hounschild.....	Picture-cord, &c.....	5 90
Jan. 11	Hoe, Bro. & Co.....	Oil-cloths, &c.....	61 77
Jan. 11	J. H. Collins.....	Washing towels.....	54 50
Jan. 11	J. F. Doran.....	Shoeing horses.....	9 75
Jan. 11	E. F. Simpson.....	Stoves, &c.....	52 20
Jan. 11	W. W. Farr.....	Repairing clock.....	3 00
Jan. 11	B. F. Morsell.....	Horse-feed, &c.....	203 48
Jan. 12	Great Falls Ice Company.....	Ice.....	247 25
Jan. 12	F. Lemmer.....	Repairing locks.....	2 25
Jan. 13	B. Koch.....	Repairing harness.....	16 25
Jan. 13	W. S. Mitchell & Co.....	Oil-cloth.....	14 17
Jan. 14	W. H. Boyd.....	Directories.....	40 00
Jan. 18	Western Union Telegraph Com- pany.	Telegrams.....	25 86
Jan. 22	G. W. Chamberlen.....	Painting.....	19 10
Jan. 23	F. Schneider & Son.....	Hardware.....	27 23
Jan. 30	W. H. Boyd.....	Directories.....	10 00
Feb. 12	Gas company.....	Gas.....	9 75
Feb. 17	A. Schneider.....	Repairing press.....	9 50
Feb. 19	Western Union Telegraph Com- pany.	Telegrams.....	3 62
March 11	J. Jennings.....	Scrubbing floors.....	30 00
March 31	A. Hyde, attorney.....	Rent.....	800 00
March 31	E. F. Simpson.....	Stove, grate, &c.....	13 50
March 31	B. Koch.....	Whip, &c.....	4 75
March 31	F. Lemmer.....	Repairing locks, &c.....	6 50
March 31	B. F. Morsell.....	Horse-feed, &c.....	171 44
March 31	J. C. Ray.....	Carpenter's work.....	74 75
March 31	J. F. Doran.....	Horseshoeing.....	9 38
March 31	Great Falls Ice Company.....	Ice.....	170 05
March 31	Joseph Ross.....	Repairing card and paper cutters.	10 00
March 31	William Hounschild.....	Curtain-cord.....	3 60

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
March 31	F. Schneider & Son.....	Hardware	\$2 68
March 31	Gas company	Gas	8 00
March 31	do	do	7 50
March 31	L. C. Campbell	Grindstone	5 00
March 31	A. J. Joyce	Repairing wagon	3 00
March 31	Western Union Telegraph Com- pany.	Telegrams.....	8 02
April 10	W. J. Murtagh.....	Newspaper subscription	8 00
April 16	C. G. Ball	Repairing furnace.....	3 25
May 7	Gas company	Gas	6 75
May 25	Western Union Telegraph Com- pany.	Telegrams.....	4 01
June 4	Gas company	Gas	5 25
June 8	John C. Ray.....	Building coal-shed.....	156 00
June 10	Benjamin Taylor.....	Whitewashing, &c.....	120 00
June 16	M. G. Copeland	Awnings	22 10
June 17	Western Union Telegraph Com- pany.	Telegrams.....	5 63
June 25	H. Baumgarten.....	Hand-stamp.....	12 00
June 30	A. Hyde, attorney	Rent	800 00
June 30	W. S. Mitchell & Co	Oil-cloth, &c	62 72
June 30	R. B. Mohun & Co.....	Dictionary, &c	38 50
June 30	B. Koch	Repairing harness	20 70
June 30	W. Hounschild	Cleaning, &c	15 65
June 30	B. F. Morsell.....	Horse-feed, &c.....	117 90
June 30	W. S. Thompson.....	Soap	25 00
June 30	James H. Collins.....	Washing towels, &c	54 50
June 30	J. W. Boteler & Bro	Dusters, pitchers, &c	21 50
June 30	Gas company	Gas	5 50
June 30	A. J. Joyce	Repairing wagon	45 00
June 30	F. Lemmer	Repairing locks.....	6 50
June 30	J. F. Doran.....	Horseshoeing	8 00
June 30	F. Schneider & Son.....	Hardware	23 26
June 30	Great Falls Ice Company.....	Ice.....	118 87
June 30	Hoe, Brother & Co.....	Carpet, &c	96 40
June 30	H. L. Pelouze & Co	Printing-rollers.....	15 00
June 30	John C. Ray.....	Step-ladder, &c.....	14 75
June 30	G. M. Wight.....	Office-furniture	92 50
June 30	G. W. Chamberlen.....	Painting and glazing.....	5 10
June 30	Western Union Telegraph Com- pany.	Telegrams.....	12 61
June 30	Charles Hurling	Car-tickets	1 97
	Total.....		7,000 00

Amount appropriated\$7,000 00
Amount expended.....7,000 00

OFFICE OF THE PAYMASTER-GENERAL.

Date.	To whom paid.	On what account.	Amount.
1874.			
Aug. 7	Franklin Telegraph Company ...	Telegrams.....	\$38 55
Aug. 7	Thomas Williams.....	Packing-cases, &c	14 00
Aug. 20	Western Union Telegraph Com- pany.	Telegrams.....	112 72
Aug. 22	S. J. Radcliffe.....	Professional services.....	28 00
Aug. 31	A. J. Joyce	Repairing wagon	68 00

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1874.			
Sept. 19	G. N. Rider.....	Appleton's Cyclopædia.....	\$12 00
Sept. 19	Western Union Telegraph Com- pany.	Telegrams.....	45 05
Sept. 25	S. E. Thomason.....	Printers' material.....	30 00
Sept. 30	R. M. Aldred.....	Washing towels.....	25 00
Sept. 30	R. B. Mohun & Co.....	Stationery.....	147 30
Oct. 15	Great Falls Ice Company.....	Ice.....	137 50
Oct. 21	Thomas Williams.....	Carpentry.....	20 00
Nov. 2	Western Union Telegraph Com- pany.	Telegrams.....	29 03
Nov. 2	John Lockie.....	Office directory.....	5 00
Nov. 6	Thomas Joyce.....	Rent of stable.....	25 00
Nov. 6	Franklin Telegraph Company...	Telegrams.....	2 84
Nov. 7	H. L. Pelouze & Co.....	Printers' material.....	10 00
Nov. 7	J. S. Topham.....	Repairing harness, &c.....	46 25
Nov. 17	W. Williamson.....	Map.....	5 00
Nov. 23	Western Union Telegraph Com- pany.	Telegrams.....	11 16
Dec. 3	T. Joyce.....	Rent of stable.....	25 00
Dec. 9	Franklin Telegraph Company...	Telegrams.....	8 56
Dec. 9	A. F. Lewis.....	Pens.....	9 50
Dec. 9	F. S. Baldwin.....	Arithmometer.....	10 00
Dec. 10	John Tynan.....	Horse-feed.....	13 92
Dec. 15	Western Union Telegraph Com- pany.	Telegrams.....	16 89
Dec. 31	G. N. Rider.....	Cyclopædia.....	6 00
Dec. 31	R. M. Aldred.....	Washing towels.....	25 00
Dec. 31	R. B. Mohun & Co.....	Stationery.....	544 85
1875.			
Jan. 7	H. E. Getty.....	New York Times.....	9 00
Jan. 7	Thomas Joyce.....	Rent of stable.....	25 00
Jan. 8	Franklin Telegraph Company...	Telegrams.....	9 00
Jan. 12	Great Falls Ice Company.....	Ice.....	78 50
Jan. 13	John Tynan.....	Horse-feed.....	12 80
Jan. 14	W. H. Boyd.....	Directories.....	20 00
Jan. 18	Western Union Telegraph Com- pany.	Telegrams.....	26 87
Jan. 30	Webb & Beveridge.....	Lantern.....	7 00
Jan. 30	R. W. Barker.....	Repairing office-furniture...	46 25
Feb. 6	Thomas Joyce.....	Rent of stable.....	25 00
Feb. 15	G. N. Rider.....	Cyclopædia.....	6 00
Feb. 19	Western Union Telegraph Com- pany.	Telegrams.....	10 23
March 9	T. Joyce.....	Rent of stable.....	25 00
March 12	M. O. Connell.....	Hire of horse.....	24 00
March 12	W. Williamson.....	Atlas.....	8 00
March 12	R. B. Mohun & Co.....	Stationery.....	439 76
March 12	R. W. Barker.....	Repairing furniture, &c.....	180 75
March 24	Western Union Telegraph Com- pany.	Telegrams.....	20 66
March 31	Great Falls Ice Company.....	Ice.....	63 00
March 31	R. M. Aldred.....	Washing towels.....	25 00
March 31	Thomas Joyce.....	Rent of stable.....	25 00
March 31	M. O. Connell.....	Hire of horse.....	62 00
March 31	Franklin Telegraph Company...	Telegrams.....	2 65
March 31	John Tynan.....	Horse-feed.....	36 91
March 31	R. B. Mohun & Co.....	Stationery.....	134 90
March 31	H. L. Pelouze & Co.....	Printers' materials.....	10 99
March 31	Western Union Telegraph Com- pany.	Telegrams.....	83 08
April 8	J. S. Topham & Co.....	Repairing harness.....	19 25
April 10	Thomas Williams.....	Packing-cases.....	24 00
May 4	M. O. Connell.....	Hire of horse.....	60 00

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
May 4	Thomas Joyce	Rent of stable	\$25 00
May 5	R. B. Mohun & Co	Stationery	95 25
May 19	G. N. Sullivan	Sherman's Memoirs	5 50
May 25	Western Union Telegraph Com- pany.	Telegrams	90 87
May 27	Thomas Joyce	Pair of horses	600 00
May 27	Thomas J. Myers	Traveling expenses	23 30
June 7	T. T. Lane	Rent of stable	25 00
June 17	Western Union Telegraph Com- pany.	Telegrams	108 94
June 30	R. M. Aldred	Washing towels	25 00
June 30	G. N. Rider	Cyclopædia	6 00
June 30	George J. Musser	Soap	2 42
	Total		4,000 00

Amount appropriated \$4,000 00
Amount expended 4,000 00

OFFICE OF THE CHIEF OF ENGINEERS.

Date.	To whom paid.	On what account.	Amount.
1874.			
July 31	E. Denham	Washing towels	\$5 00
Aug. 31	J. Alexander	Magnifying-glass	9 00
Aug. 31	E. Denham	Washing towels	5 00
Sept. 4	W. C. & F. P. Church	Army and Navy Journal ...	6 00
Sept. 19	R. B. Mohun & Co	Stationery	249 35
Sept. 21	E. W. Woodruff	Office files	50 00
Sept. 30	E. Denham	Washing towels	5 00
Sept. 30	R. A. Thompson	do	15 00
Sept. 30	Robert Sillers	Postage, &c	27 06
Sept. 30	R. B. Mohun & Co	Stationery	67 24
Sept. 30	do	Books	51 25
Oct. 20	H. Baumgarten	Office stamp	28 00
Oct. 26	Kennebec and Potomac Ice Com- pany.	Ice	23 00
Oct. 28	E. Denham	Washing towels	5 00
Nov. 2	John Lockie	Office directory	5 00
Nov. 5	M. M. Magruder	Carpentry	30 75
Nov. 6	Mortimer King	Putting down carpets	34 00
Nov. 9	Max Weye	Clock	8 00
Nov. 10	E. W. Woodruff	File-holders	58 33
Nov. 21	F. S. Hasbrouck & Co	Envelopes	21 58
Nov. 30	E. Denham	Washing towels	5 00
Dec. 3	W. B. Moses	Towels	45 25
Dec. 9	F. S. Baldwin	Arithmometer	10 00
Dec. 9	M. L. Larner	Reminiscences of R. E. Lee..	5 50
Dec. 31	H. O. Towles	Furniture	9 80
Dec. 31	R. A. Thompson	Washing towels	15 00
Dec. 31	Robert Sillers	Matches, &c	38 55
Dec. 31	Beall & Baker	Soap, &c	10 50
Dec. 31	F. Schneider & Son	Hardware	6 05
Dec. 31	R. B. Mohun & Co	Stationery	135 25
Dec. 31	do	Books	8 60
Dec. 31	do	do	13 75
Dec. 31	do	Stationery	168 15

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
Jan. 2	J. L. Harmon	Newspapers	\$3 30
Jan. 4	A. Schneider	Repairing press	5 00
Jan. 5	H. E. Fry	Brass dies	14 00
Jan. 7	D. Van Nostrand	Publications	26 00
Jan. 7	Kennebec and Potomac Ice Com- pany.	Ice	23 70
Jan. 7	E. Denham	Washing towels	6 50
Jan. 9	M. M. Magruder	Carpentry	108 15
Jan. 13	W. S. Mitchell & Co	Mats, oil-cloth, &c	76 67
Jan. 14	W. H. Boyd	Directories	30 00
Jan. 16	L. H. Schneider	Hardware	42 15
Jan. 19	F. W. Christern	Publications	10 80
Jan. 26	B. Westermann & Co	Book	3 07
Jan. 30	E. Denham	Washing towels	5 00
Feb. 4	H. V. Butler & Co	Manila paper	36 75
Feb. 11	Wm. Hounschild	Paste and cord	4 50
Feb. 17	Macmillan & Co	Magazines	5 00
Feb. 19	W. H. Hazard	Rubber stamp	3 50
March 2	E. Denham	Washing towels	5 00
March 2	Wheelwright, Mudge & Co	Paper	27 00
March 2	Franklin Institute	Journal	5 00
March 8	R. B. Mohun & Co	Stationery	249 85
March 8	do	Books	15 00
March 10	H. E. Fry	Seals	20 00
March 10	J. P. Travers & Son	Wrapping paper	10 80
March 18	C. K. Willmer	London Times	40 00
March 18	Macmillan & Co	Magazines	12 50
March 22	H. F. Zimmerman & Son	Desk	40 00
March 26	Scribner, Armstrong & Co	Book	3 38
March 31	R. A. Thompson	Washing towels	15 00
March 31	Kennebec and Potomac Ice Com- pany.	Ice	23 10
March 31	L. H. Schneider	Hardware	7 60
March 31	H. F. Zimmerman & Son	Desk	40 00
March 31	Wm. Hounschild	Putting down carpet, &c... ..	6 50
March 31	H. O. Towles	Office-table	21 00
March 31	Robert Sillers	Miscellaneous office expenses	44 47
March 31	do	Hire of laborers	12 00
March 31	Wheelwright, Mudge & Co	Envelopes	48 00
March 31	F. Schneider & Son	Hardware	1 75
March 31	E. Denham	Washing towels	5 00
March 31	Webb & Beveridge	Slop-jars, spittoons, &c	66 05
March 31	M. M. Magruder	Carpentry	19 75
March 31	D. Van Nostrand	Books	15 00
March 31	R. B. Mohun & Co	Stationery	55 16
March 31	do	do	12 50
April 14	W. B. William	Book-case	67 00
April 17	M. M. Magruder	Furniture	27 66
April 24	H. O. Towles	do	23 50
April 24	W. L. Wall & Co	One mirror	10 00
April 30	E. J. Denham	Washing towels	5 00
April 30	J. T. & H. B. Castleman	Brooms, dusters, &c	7 20
April 30	E. W. Woodruff	File-holders	22 00
May 1	Wm. Smith	Ribbons for office-stamps	14 40
May 1	F. H. Christern	Periodicals	7 40
May 5	R. B. Mohun & Co	Stationery	91 50
May 5	do	do	14 00
May 5	S. Nichols	Labor	6 00
May 19	G. N. Sullivan	Sherman's Memoirs	8 50
May 19	Robert Sillers	Sundries	9 63
May 28	E. Morrison	Glazed paper	8 50
May 31	E. Denham	Washing towels	5 00

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
June 2	R. B. Mohun & Co.....	Stationery.....	\$193 75
June 16	R. Hofer.....	Repairing locks.....	5 00
June 23	J. T. & H. B. Castleman.....	Ewers and basins.....	4 50
June 30	E. Denham.....	Washing towels.....	5 00
June 30	J. L. Harmon.....	Newspapers.....	3 30
June 30	Beall & Baker.....	Soap, &c.....	14 00
June 30	Kennebec and Potomac Ice Com- pany.	Ice.....	11 70
June 30	Wm. Hounschild.....	Paste, &c.....	4 50
June 30	R. A. Thompson.....	Washing towels.....	15 00
June 30	R. B. Mohun & Co.....	Books.....	6 00
June 30	do.....	Stationery.....	9 50
	Total.....		3,000 00

Amount appropriated..... \$3,000 00
Amount expended..... 3,000 00

OFFICE OF THE CHIEF OF ORDNANCE.

Date.	To whom paid.	On what account.	Amount.
1874.			
July 11	L. Rice.....	Cleaning carpets.....	\$18 07
July 14	National Republican.....	Subscription.....	8 00
July 18	Adams Express Company.....	Freight.....	52 75
July 22	John Lockie.....	Office directory.....	5 00
Aug. 20	Western Union Telegraph Com- pany.	Telegrams.....	63 48
Aug. 28	Adams Express Company.....	Freight.....	6 40
Sept. 4	B. D. Stockbridge.....	Digest of Patents.....	100 00
Sept. 11	G. N. Rider.....	American Cyclopædia.....	24 00
Sept. 19	Western Union Telegraph Com- pany.	Telegrams.....	43 03
Sept. 30	Adams Express Company.....	Freight.....	3 10
Sept. 30	R. B. Mohun & Co.....	Stationery.....	534 25
Sept. 30	Kennebec and Potomac Ice Com- pany.	Ice.....	39 74
Oct. 1	N. Mulliken.....	Washing towels.....	18 00
Oct. 2	Z. D. Gilman.....	Glue, soap, &c.....	15 35
Oct. 17	Adams Express Company.....	Freight.....	9 40
Nov. 2	Western Union Telegraph Com- pany.	Telegrams.....	15 60
Nov. 5	W. C. & F. P. Church.....	Army and Navy Journal....	6 00
Nov. 10	F. A. Fill & Co.....	New York papers.....	40 00
Nov. 23	Western Union Telegraph Com- pany.	Telegrams.....	25 45
Nov. 30	Adams Express Company.....	Freight.....	7 50
Dec. 15	Western Union Telegraph Com- pany.	Telegrams.....	21 12
Dec. 31	R. B. Mohun & Co.....	Stationery.....	156 60
Dec. 31	do.....	do.....	165 85
1875.			
Jan. 7	Kennebec and Potomac Ice Com- pany.	Ice.....	23 35
Jan. 7	N. Mulliken.....	Washing towels.....	18 00
Jan. 13	W. S. Mitchell & Co.....	Putting down carpets.....	21 00

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
Jan. 14	W. H. Boyd.....	Directories.....	\$5 00
March 8	R. B. Mohun & Co.....	Stationery.....	184 75
March 31	N. Mulliken.....	Washing towels.....	18 00
March 31	Kennebec and Potomac Ice Com- pany.....	Ice.....	19 25
March 31	R. B. Mohun & Co.....	Stationery.....	127 56
May 5	do.....	do.....	73 41
June 5	do.....	do.....	21 60
June 19	John Lockie.....	Office directory.....	5 00
June 30	N. Mulliken.....	Washing towels.....	18 00
June 30	Adams Express Company.....	Freight.....	21 05
June 30	Kennebec and Potomac Ice Com- pany.....	Ice.....	11 75
June 30	R. B. Mohun & Co.....	Stationery.....	53 59
	Total.....		2,000 00

Amount appropriated \$2,000 00
Amount expended 2,000 00

WAR-DEPARTMENT BUILDING.

Date.	To whom paid.	On what account.	Amount.
1874.			
July 17	Charles Edmonston.....	Carpentry.....	\$309 25
July 31	James Kelly.....	Repairing gas-fixtures.....	64 50
July 31	C. E. Lynch.....	Laborer.....	30 00
Aug. 8	James Kelly.....	Repairing water-cooler, &c.....	13 00
Aug. 13	Philip Adams.....	Charcoal.....	12 40
Aug. 13	Benjamin Fleet.....	Sawing wood.....	27 50
Aug. 13	M. R. Thorp.....	Putting in coal.....	60 00
Aug. 19	Solomon Stover.....	Fuel.....	890 00
Aug. 21	James Kelly.....	Repairing stair-way.....	9 50
Aug. 26	P. Adams.....	Charcoal.....	15 60
Aug. 29	A. R. Shepherd & Co.....	Plumbing.....	58 40
Aug. 31	C. E. Lynch.....	Laborer.....	30 00
Aug. 31	D. Leonard.....	Carpentry.....	95 00
Sept. 5	James Kelly.....	Repairing roof, &c.....	163 50
Sept. 11	Gas company.....	Gas.....	38 50
Sept. 15	William Easton.....	Cleaning portico.....	6 00
Sept. 26	G. W. Chamberlen.....	Painting and glazing.....	72 00
Sept. 30	C. E. Lynch.....	Laborer.....	30 00
Sept. 30	James Kelly.....	Repairing hose and pump.....	12 50
Oct. 10	do.....	Repairing gas-fixtures, &c.....	31 50
Oct. 12	American Sanitary Association.....	Carbolic powder.....	18 00
Oct. 17	James Kelly.....	Coal-hods, &c.....	16 00
Oct. 17	M. R. Thorp.....	Labor.....	11 15
Oct. 21	Gas company.....	Gas.....	24 50
Oct. 24	Jas. Kelly.....	Grates, &c.....	35 00
Oct. 31	D. Leonard.....	Carpentry.....	184 00
Oct. 31	C. E. Lynch.....	Laborer.....	30 00
Nov. 2	G. W. Chamberlen.....	Painting and glazing.....	94 75
Nov. 3	M. R. Thorp.....	Putting in coal.....	15 00
Nov. 3	W. C. Costin.....	Cleaning paints, &c.....	45 00
Nov. 6	W. Collins.....	Washing windows.....	11 00
Nov. 7	James Kelly.....	Repairing stove, &c.....	30 75

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1874.			
Nov. 14	James Kelly	Repairing furnace, &c.....	\$27 50
Nov. 14	Louis Koerth.....	Hauling ashes, &c.....	75 75
Nov. 14	Gas company	Gas	34 50
Nov. 16	H. Neubeck.....	Keys, &c.....	4 00
Nov. 20	S. Stover	Coal	255 00
Nov. 25	J. W. Boteler & Bro.....	Brooms, soap, &c.....	134 40
Nov. 30	C. E. Lynch.....	Laborer	30 00
Nov. 30	C. G. Ball.....	Brick-work, &c.....	169 50
Nov. 30	James Kelly.....	Repairing sewer, &c.....	22 00
Nov. 30	D. Leonard.....	Cases, &c.....	479 20
Dec. 1	Darling & Soule	Ventilators	35 00
Dec. 9	James Kelly	Repairing grate, &c.....	10 00
Dec. 14	John A. Baker	Lanterns, &c.....	9 00
Dec. 16	James Kelly	Water-cock, &c.....	148 50
Dec. 24	A. R. Shepherd & Co.....	Plumbing	63 85
Dec. 31	Louis Koerth	Hauling ashes, &c.....	44 50
Dec. 31	C. E. Lynch.....	Laborer.....	30 00
Dec. 31	O. S. Berger.....	Repairing clocks, &c.....	15 00
Dec. 31	C. G. Ball.....	Brick-work, &c.....	161 37
Dec. 31	D. Leonard	Carpentry	349 00
Dec. 31	G. M. Schaeffer.....	Shades, &c.....	45 24
1875.			
Jan. 8	James Kelly.....	Repairing gas-pipes, &c.....	19 15
Jan. 8	Gas Company.....	Gas.....	81 50
Jan. 13	W. S. Mitchell & Co	Carpets, &c.....	866 46
Jan. 15	M. R. Thorp	Cleaning off snow.....	8 00
Jan. 16	W. Bradley.....	Removing safe.....	17 00
Jan. 16	James Kelly	Repairing water-pipe	8 50
Jan. 18	G. T. King.....	Map.....	15 00
Jan. 23	James Kelly	Repairing heater, &c.....	13 50
Jan. 30	C. E. Lynch.....	Laborer.....	30 00
Feb. 4	James Kelly.....	Repairing water-closet.....	36 50
Feb. 4	E. G. Wheeler	Buckets	50 00
Feb. 4	M. R. Thorp	Removing force-pump.....	26 25
Feb. 8	do.....	Oiling hose, &c.....	20 50
Feb. 12	do.....	Cleaning off snow.....	17 50
Feb. 12	Gas company.....	Gas.....	51 00
Feb. 18	Jno. Thomas.....	Sawing wood.....	7 50
Feb. 20	A. R. Shepherd & Co.....	Hose, plumbing, &c.....	441 10
Feb. 20	Louis Koerth	Hauling ashes, &c.....	40 75
Feb. 22	M. R. Thorp	Cleaning off snow.....	9 70
Feb. 27	C. E. Lynch.....	Laborer.....	30 00
Feb. 27	James Kelly.....	Repairing water-pipes.....	62 50
March 1	M. R. Thorp	Removing snow.....	19 75
March 3	F. Lanmer.....	Repairing locks.....	4 50
March 6	G. M. Wight.....	Office-furniture	304 00
March 8	S. Stover	Fuel.....	33 00
March 8	M. R. Thorp	Removing snow.....	8 25
March 12	S. Stover	Fuel.....	85 00
March 13	James Kelly.....	Repairing chimney.....	8 00
March 24	W. S. Mitchell & Co	Oil-cloth.....	40 88
March 24	Schwartz & Smith.....	Matches.....	5 75
March 27	James Kelly.....	Repairing water-pipes.....	3 00
March 29	Louis Koerth	Hauling ashes, &c.....	30 25
March 29	C. G. Ball	Repairing chimneys, flues, &c.....	50 50
March 31	C. E. Lynch.....	Laborer.....	30 00
March 31	O. L. Berger.....	Regulating clocks.....	12 00
March 31	Kennebec and Potomac Ice Com- pany.	Ice.....	127 80
March 31	A. R. Shepherd & Co.....	Plumbing	105 59
March 31	S. Stover	Fuel.....	42 50

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
March 31	F. Schneider & Son	Hardware	\$64 46
March 31	Gas company	Gas	104 75
April 8	James Kelly	Laying zinc	9 00
April 16	do	do	9 00
April 17	M. R. Thorp	Whitewashing, &c.	98 50
April 22	do	do	96 10
April 30	C. E. Lynch	Laborer	30 00
May 5	Walton Bros	Lanterns	18 00
May 7	S. Stover	Coal	68 00
May 31	C. E. Lynch	Laborer	30 00
June 4	R. Hofer	Keys	75
June 5	A. R. Shepherd & Co.	Plumbing	41 15
June 14	H. Neubeck	Locks (repairing)	2 00
June 30	C. E. Lynch	Laborer	30 00
June 30	James Kelly	Laying zinc	6 50
	Total		8,000 00

Amount appropriated\$8,000 00
Amount expended 8,000 00

BUILDING CORNER F AND SEVENTEENTH STREETS.

Date.	To whom paid.	On what account.	Amount.
1874.			
July 17	R. T. Heiston	Fuel	\$1,438 87
July 27	Gray & Noyes	Repairing engine	138 19
July 30	M. G. Copeland	Repairing awnings	73 50
July 31	H. C. Griffith	Engineer	125 00
July 31	D. Ford	Laborer	40 00
July 31	A. Webster	do	30 00
Aug. 7	James Kelly	Repairing lamps, &c.	150 00
Aug. 31	H. C. Griffith	Engineer	125 00
Aug. 31	D. Ford	Laborer	40 00
Aug. 31	A. Webster	do	30 00
Sept. 3	J. H. Byram	Carpentry	96 25
Sept. 4	Gardner & Le Deaer	Repairing wheelbarrow	8 00
Sept. 4	C. G. Ball	Repairing furnaces	1,666 50
Sept. 11	Gas company	Gas	8 00
Sept. 11	Baldwin Bros	Blinds	18 00
Sept. 11	Gas company	Gas	27 50
Sept. 22	P. Adams	Charcoal	16 80
Sept. 30	H. C. Griffith	Engineer	125 00
Sept. 30	A. Webster	Laborer	30 00
Sept. 30	D. Ford	do	40 00
Sept. 30	R. A. Phillips	Carpentry	4 50
Oct. 9	Wm. Hounschild	Window-shades	24 75
Oct. 14	A. Schneider	Blacksmith's work	45 65
Oct. 21	Gas company	Gas	23 00
Oct. 31	H. C. Griffith	Engineer	125 00
Oct. 31	D. Ford	Laborer	40 00
Oct. 31	A. Webster	do	30 00
Oct. 31	G. W. Chamberlen	Painting	244 80
Nov. 6	Pettit & Dripps	Inspecting boilers, &c.	115 63
Nov. 7	Thomas Sommerville	Repairing steam apparatus	93 19
Nov. 13	J. A. Power, agent	do	184 20
Nov. 14	Gas company	Gas	28 50

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1874.			
Nov. 30	H. C. Griffith	Engineer	\$125 00
Nov. 30	D. Ford	Laborer	40 00
Nov. 30	A. Webster	do	30 00
Dec. 9	R. T. Heiston	Fuel	245 56
Dec. 31	D. Ford	Laborer	40 00
Dec. 31	A. Webster	do	30 00
Dec. 31	H. C. Griffith	Engineer	125 00
1875.			
Jan. 7	Kennebec and Potomac Ice Com- pany.	Ice	18 96
Jan. 8	J. H. Byron	Carpentry	72 30
Jan. 8	Riggles & Gadsby	Towels, soap, &c.	33 50
Jan. 8	John A. Power	Repairing water-closets	34 00
Jan. 8	Thomas Sommerville	Material for steam apparatus ..	51 57
Jan. 8	Gas company	Gas	26 75
Jan. 8	do	do	35 50
Jan. 9	E. F. Simpson	Repairing stove	4 00
Jan. 9	F. Schneider & Son	Hardware	25 86
Jan. 14	W. H. Boyd	Directories	10 00
Jan. 30	D. Ford	Laborer	40 00
Jan. 30	A. Webster	do	30 00
Jan. 30	H. C. Griffith	Engineer	125 00
Jan. 30	L. J. Denham	Sperm oil	13 75
Jan. 30	Davis & Gittings	Gas-burners	5 00
Feb. 12	Gas company	Gas	44 50
Feb. 27	A. Webster	Laborer	30 00
Feb. 27	H. C. Griffith	Engineer	125 00
Feb. 27	D. Ford	Laborer	40 00
March 1	W. S. Mitchell & Co	Matting, &c.	130 42
March 5	Hamilton & Pearson	Brackets	11 50
March 6	C. H. Sears	Manure	25 00
March 8	James Kelly	Gutters	35 00
March 10	Wm. Simms	Hauling ashes	35 00
March 19	P. Fitzgerald	Sundries	16 25
March 19	R. A. Phillips	Carpentry	3 50
March 31	Kennebec and Potomac Ice Com- pany.	Ice	9 24
March 31	John Kane	Watchman	60 00
March 31	A. Webster	Laborer	30 00
March 31	D. Ford	do	40 00
March 31	H. C. Griffith	Engineer	125 00
March 31	Gas company	Gas	42 75
March 31	do	do	36 00
April 8	D. H. Rickard	Repairing scrapers, &c.	3 50
April 19	Charles Chase	Hauling ashes	13 50
April 30	A. Webster	Laborer	30 00
April 30	D. Ford	do	40 00
April 30	John Kane	Watchman	60 00
April 30	H. C. Griffith	Engineer	125 00
May 7	Gas company	Gas	36 00
May 12	O. L. Berger	Marine clock	6 50
May 31	A. Webster	Laborer	30 00
May 31	D. Ford	do	40 00
May 31	John Kane	Watchman	60 00
May 31	H. C. Griffith	Engineer	125 00
June 4	Gas company	Gas	27 50
June 30	A. Webster	Laborer	30 00
June 30	H. C. Griffith	Engineer	125 00
June 30	D. Ford	Laborer	40 00

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
June 30	Kennebec Ice Company	Ice	\$4 68
June 30	Gas company	Gas	14 00
June 30	F. Schneider & Son	Brushes, &c	2 58
	Total		8,000 00

Amount appropriated \$8,000 00
Amount expended 8,000 00

BUILDING CORNER F AND FIFTEENTH STREETS.

Date.	To whom paid.	On what account.	Amount.
1874.			
Sept. 11	Gas company	Gas	\$13 75
Sept. 12	C. Schneider	Wires for gongs	5 00
Sept. 22	Wm. Dunawin	Brooms	6 00
Sept. 19	S. S. Watts	Glazing	12 00
Sept. 30	A. Hyde, attorney	Rent	1,875 00
Oct. 15	C. G. Ball	Zinc, tacks, &c	76 25
Oct. 17	J. C. Hogan	Repairing awnings, &c	30 50
Oct. 21	Thomas Williams	Carpentry	57 50
Oct. 21	Gas company	Gas	7 50
Oct. 23	D. Riley	Kindling	20 00
Nov. 14	Gas company	Gas	14 25
Nov. 27	C. G. Ball	Stoves, &c	114 75
Nov. 30	Louis Koerth	Hauling ashes	6 00
Dec. 9	T. Williams	Carpentry	13 50
Dec. 12	G. Wagner	Ventilator	5 00
Dec. 17	G. J. Musser	Chamois-skins, &c	12 25
Dec. 31	C. G. Thorn	Repairing gas-pipe	1 00
Dec. 31	A. Hyde, attorney	Rent	1,875 00
1875.			
Jan. 8	Gas company	Gas	19 75
Jan. 8	do	do	15 25
Jan. 13	W. S. Mitchell & Co.	Oil-cloth, &c	186 56
Jan. 30	C. Kattlemann	Clock	9 00
Jan. 30	R. W. Barker	Cases, &c	289 00
Feb. 6	Thomas Williams	Carpentry	15 50
Feb. 8	George Bogus	Coal	25 50
Feb. 12	Gas company	Gas	21 50
Feb. 13	N. W. Burchell	Matches, &c	34 52
Feb. 19	C. G. Ball	Lime, labor, &c	134 62
Feb. 19	Thomas Williams	Carpentry	31 00
Feb. 23	Webb & Beveridge	Brushes, &c	54 00
March 5	G. A. Ridgway	Plumbing	148 83
March 9	Louis Koerth	Hauling ashes	12 00
March 11	D. E. Riley	Kindling	10 00
March 24	W. S. Mitchell & Co.	Oil-cloth, &c	17 12
March 31	S. S. Watts	Glazing	13 25
March 31	A. Hyde, attorney	Rent	1,875 00
March 31	Gas company	Gas	20 00
March 31	do	do	23 50
April 30	J. C. Hogan	Putting up awnings, &c	20 74
May 7	Gas company	Gas	22 75
May 13	A. Banks	Sweeping chimneys	25 00
May 15	G. Wagner	Ventilator	5 00

Contingent expenses of War Department, &c.—Continued.

Date.	To whom paid.	On what account.	Amount.
1875.			
May 18	W. Grymes	Cleaning carpets.....	\$30 00
May 20	R. H. Norton.....	Whitewashing.....	25 00
May 24	Louis Koerth	Hauling ashes	6 00
May 27	N. Wheeler	Whitewashing	35 00
June 3	Webb & Beveridge.....	Miscellaneous furnishings ..	57 50
June 4	Gas company	Gas	17 00
June 5	W. S. Mitchell	Carpets, &c	998 67
June 7	C. Schneider.....	Gong.....	3 00
June 10	C. G. Ball.....	Furnaces, stoves, &c	506 00
June 14	G. J. Musser	Miscellaneous furnishings..	64 12
June 23	M. O. Connell.....	Horse-hire.....	92 00
June 30	E. A. Ridgway.....	Plumbing	71 65
June 30	R. W. Barker	Office-furniture	77 50
June 30	Thomas Williams	Repairs	7 50
June 30	A. Hyde, attorney.....	Rent.....	1,875 00
June 30	Webb & Beveridge.....	Water-cooler	16 00
June 30	T. T. Lane.....	Rent of stable	25 00
June 30	Gas company	Gas	14 00
June 30	W. W. Farr	Repairing clocks.....	25 00
June 30	Great Falls Ice Company	Ice.....	49 25
June 30	John Tynan	Horse-feed, &c.....	57 20
June 30	A. J. Joyce	Repairing wagon	51 50
June 30	J. S. Topham & Co.....	Harness, &c	183 50
June 30	N. W. Burchell.....	Matches, &c.....	9 10
June 30	G. L. Sheriff	Wood and coal	591 50
	Total		12,062 63

Amount appropriated	\$12,500 00
Amount expended.....	\$12,062 63
Amount in United States Treasury	437 37
	12,500 00

H. Ex. 87—3

INVENTORIES OF PUBLIC PROPERTY IN BUREAUS OF WAR
DEPARTMENT NOVEMBER 30, 1875.

LETTER

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING

*Inventories of public property in the possession of bureaus of the War
Department on November 30, 1875.*

JANUARY 20, 1876.—Referred to the Committee on Public Buildings and Grounds and
ordered to be printed.

WAR DEPARTMENT, *January 17, 1876.*

In compliance with the act of Congress approved July 15, 1870, the chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the United States Senate and House of Representatives inventories of the public property in the possession of the several bureaus of the War Department on the 1st of December, 1875.

H. T. CROSBY,
Chief Clerk.

Inventory of public property in the Office of Secretary of War on the 1st day of December, 1875.

27 awnings.
9 axes.
6 ash-shovels.
1 ash-hose.
20 air-valves, for steam-apparatus.
1 barometer.
29 book-cases.
10 book-racks.
Books, 10,923 volumes of.
10 book-stands.
12 bowls and pitchers.
5 boxes medals of honor for soldiers.
15 call-bells.
19 calendars.
24 carpets in 23 rooms and in hall second
floor.
20 cases for papers.
63 cane-seat chairs.
20 chamois skins.

21 clocks.
1 cold-chisel.
12 coal-scuttles.
2 coal-shovels.
24 corn-brooms.
47 desks.
23 door-mats.
16 dust-brushes.
16 dust-pans.
18 engravings.
450 feet of leather hose.
600 feet of gum hose.
20 feather dusters.
17 fire-fenders.
6 fire-tongs.
6 fire-pokers.
3 fire-screens.
4 fire-extinguishers, Carlier patent.
Foot-rugs.

2 goblets.	58 oil paintings.
1 gouge-chisel.	2 paper-baskets.
5 glass tubes for steam-apparatus.	10 pigeon-holes.
3 hammers.	2 printing-presses.
2 hatchets.	48 photographs.
10 hair-cloth covered chairs.	53 revolving office-chairs.
9 hair-brooms.	3 rugs for hearths.
4 hearth-brushes.	Rubber fire-buckets.
1 ice-hook.	3 sofas.
2 ice-picks.	1 scythe.
1 ice-box.	3 screw-drivers.
15 ice-pitchers.	6 scrubbing-brushes.
2 iron rakes.	1 sickle.
2 iron pokers.	80 spittoons.
4 iron safes.	1 stove.
5 large ladders.	3 stands for water-coolers.
2 lanterns.	38 tables.
4 letter-presses.	50 tin fire-buckets.
15 letter-baskets.	4 tin water-buckets.
10 letter-boxes.	129 tumblers.
15 letter-scales.	150 towels.
20 looking-glasses.	29 thermometers.
3 lounges.	1 vise.
9 lithographs.	12 ventilators.
1 lawn-mower.	4 Venetian window-blinds.
32 mats.	3 water-coolers.
6 maps.	33 waste-paper baskets.
5 marble-top tables.	5 wash-stands, stationary.
20 marble-top washstands.	15 wash-stands, portable.
6 match-boxes.	52 window-shades.
1 mail-bag.	10 wooden buckets.
23 matting in 23 rooms.	1 wooden rake.
6 mops.	3 wood-boxes.
1 mortise-chisel.	23 whisk-brooms.
3 oil-cans.	1 wheel-barrow.
7 oil-cloths, small pieces, and in halls second and third floors.	5 wrenches.

H. T. CROSBY,

Chief Clerk and Superintendent of the War Department Building.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, November 1, 1875.

SIR: In compliance with the act of Congress approved July 15, 1870, I have the honor to submit herewith the annual return of office-furniture under my charge.

I am, sir, very respectfully, your obedient servant,

E. D. TOWNSEND,
Adjutant-General.

The Hon. SECRETARY OF WAR.

Inventory of property received, disposed of, and remaining on hand in the Adjutant-General's Department in the year ending November 30, 1875.

Articles.	On hand per last inventory	Received.		Disposed of.			Remaining on hand.			
		By purchase, (new or perfect.)	Total.	Expended, (good.)	Expended, (old and unserviceable.)	Total.	Total.	New or perfect.	Good.	Old and unserviceable.
Awnings..... number.	79				5	5	74		68	6
Axes..... do.	17						17		17	
Benches..... do.	2						2		2	
Book-towers..... do.	1						1		1	
Buckets, wooden..... do.	47	2	2		4	4	45	2	43	
Buckets, fire..... do.	317						317		317	
Buckets, tin..... do.	3	1	1				4	1	3	
Bookbinder's tools*..... sets.										
Carpets..... number of rooms.	22	1	1		2	2	21	1	20	
Cases, book and file..... number.	396	1	1		1	1	396	1	395	
Chairs..... do.	539	15	15		23	23	531	15	484	32
Chests..... do.	9				4	4	5		5	
Clocks..... do.	23	1	1		1	1	23	1	22	
Desks..... do.	269	1	1				270	1	260	9
Desk-slopes..... do.	44						44		44	
Fenders..... do.	6						6		6	
Frame, with army-badges.....	1						1		1	
Gas-lights and tubing, portable.....	4				2	2	2		2	
Hatchets..... number.	10				2	2	8		8	
Ladders..... do.	28						28		28	
Letter-presses..... do.	6						6		6	
Looking-glasses..... do.	40						40		40	
Lounges..... do.	6						6		6	
Mail-bags..... do.	2						2		2	
Map-stands..... do.	1						1		1	
Matting..... number of rooms.	61	2	2		6	6	57	2	51	4
Oil-cans..... number.	1						1		1	
Pigeon-holes..... sets.	125				7	7	118		118	
Pitchers..... number.	48				5	5	43		43	
Pokers, fire..... do.	5				1	1	4		4	
Printing-material†.....										
Refrigerators..... number.	1						1		1	
Safes..... do.	15			†1		1	14		14	
Saws, hand..... do.	3						3		3	
Scales, letter..... do.	6						6		5	1
Screens, fire..... do.	2						2		2	
Screens, wooden frame..... do.	18						18		16	2
Scuttles, coal..... do.	25	2	2				27	2	19	6
Shovels, coal..... do.	9	3	3		2	2	10	3	7	
Shovels, fire..... do.	5						5		5	
Sieves..... do.	1						1		1	
Spittoons..... do.	255	13	13		10	10	258	13	245	
Stamping-machines..... do.	17						17		17	
Stands for water-coolers..... do.	3						3		3	
Step-ladders..... do.	32	1	1		1	1	32	1	31	
Stools..... do.	15	6	6		1	1	20	6	11	3
Tables..... do.	185	1	1				186	1	175	10
Thermometers..... do.	32				2	2	30		30	
Tongs, fire..... do.	2						2		2	
Wash-bowls..... do.	39						39		39	
Wash-stands..... do.	37	1	1				38	1	37	
Water-coolers..... do.	34	2	2				36	2	30	4
Window-shades..... do.	117	13	13		17	17	113	13	89	11

Press, plow, and tools necessary for ordinary binding and repairing work pertaining to Adjutant-General's Office.

† Treadle-presses, type, tools, and implements needed for printing advance copies of special orders, general orders, and other miniature job-work. The work done is economical and of great value to the Government, saving the hire of many clerks, and multiplying copies which could not be done in time for use by hand.

‡ Transferred to Lieutenant Wheeler, Engineer Corps.

E. D. TOWNSEND,
Adjutant-General.

WAR DEPARTMENT ADJUTANT-GENERAL'S OFFICE,
Washington, D. C., November 1, 1875.

WAR DEPARTMENT,
BUREAU OF MILITARY JUSTICE,
Washington, D. C., December 1, 1875.

SIR: In compliance with the provisions of section 197 of the Revised Statutes United States, I have the honor to inclose herewith an inventory of the public property in use in this Bureau, and to remain, very respectfully, your obedient servant,

W. M. DUNN,
Judge-Advocate-General.

Hon. W. W. BELKNAP,
Secretary of War.

Inventory of public property in use in the Bureau of Military Justice December 1, 1875.

1 Herring safe.	2 thermometers.
17 desks.	9 waste-baskets.
34 chairs.	carpet, (3 rooms.)
4 wash-stands.	India matting, (3 rooms.)
4 wash-basins.	cocoa matting, (1 room.)
5 water-pitchers.	12 oil-cloth mats.
2 ice-pitchers, with stands.	3 door-mats.
1 slop-bowl.	3 looking-glasses.
1 water-cooler and stand.	1 hat-rack.
2 tables.	1 drop-light.
2 lounges.	12 tumblers.
9 portraits.	4 soap-dishes.
5 maps.	2 buckets.
2 book-racks.	9 spittoons.
4 book-cases.	4 brooms.
2 clocks.	1 feather-duster.
1 umbrella-stand.	1 brush.
2 letter-balances.	1 whisk-broom.
3 Venetian blinds.	1 carpet-stretcher.

WAR DEPARTMENT,
QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., December 17, 1875.

SIR: I have the honor to transmit an inventory of public property in the building corner of Pennsylvania avenue and Fifteenth street, occupied as the Office of the Quartermaster-General, United States Army, on the 1st December, 1875.

I am, very respectfully, your obedient servant,

RUFUS INGALLS,
Acting Quartermaster-General, Bvt. Maj.-Gen., U. S. A.
The Hon. SECRETARY OF WAR.

Inventory of public property in the building corner of Pennsylvania avenue and Fifteenth street northwest, Washington, D. C., occupied as the Office of the Quartermaster-General, United States Army, December 1, 1875.

14 axes.	16 baskets, large.
56 arm-rests.	70 baskets, waste-paper.
1 book-stand.	63 baskets, table.
11 buckets, water.	3800 books and pamphlets.
6 buckets, tin.	9 book-racks.

6 brackets.
 246 chairs.
 97 cases, book and file.
 681 yards Brussels carpet.
 334 yards three-ply and ingrain carpet.
 518 yards cocoa matting.
 430 yards straw matting.
 243 yards lining.
 129 yards oil-cloth.
 32 yards rubber carpet.
 1 cloth-testing machine.
 17 clocks.
 6 copying-presses.
 5 copying-press stands.
 1 chair-cushion.
 1 cork-screw.
 2 chronometers.
 4 chests, iron.
 4 coal-scuttles.
 1 case, drawing.
 22 colors, regimental.
 8 cases stationery.
 103 desks.
 17 desks, slopes.
 1 drop-light.
 1534 drawings.
 1 drawing-stand.
 2 drawing-boards.
 2 eyelet-punches.
 1 fire-shovel.
 2 fire-pokers.
 5 fire-extinguishers.
 104 fire-buckets.
 13 file-holders, patent.
 1 flag, storm.
 1 gas-lighter.
 1 gold scales.
 2 hatchets.
 2 hose, 50 feet sections, $\frac{3}{4}$ inch.
 12 hose, 50 feet sections, 1 inch.
 3 hose, 50 feet sections, leather.
 5 ice-pitchers.
 5 Johnson's force-pumps.
 1 key-board.
 1 lounge.
 19 looking-glasses.
 2 ladders.
 18 step-ladders.
 8 letter-boxes.
 2 lanterns.
 380 maps.
 1 map-holder.
 17 mats.
 6 cocoa mats.
 4 match-holders.
 3 oil-stones.
 2 oil-cans.
 1 mail-bag.
 7 pitchers.
 5 pitcher-stands.
 29 pigeon-holes and desk tops.
 2 platform scales.
 1 photograph stand.
 1 paper-stand.
 2 pans, tin.
 1627 photographs.
 7 P. O. scales.
 9 paper-holders.
 8 stamping-machines.
 6 stools.

3 sofas.
 85 sets shelving.
 62 spittoons.
 7 safes, iron.
 9 desk-screens.
 12 fire-screens.
 4 stands.
 1 stand, adjustable, No. 4.
 1 sample-case.
 1 stamp-damper.
 76 tables.
 2 tables, (library.)
 17 $\frac{1}{2}$ dozen towels.
 6 thermometers.
 5 trays.
 1 tape-line.
 26 tumblers.
 6 type-writers.
 3 umbrella-stands.
 1 vase.
 17 water-coolers.
 7 wash-basins.
 3 wash stands.
 1 watering-pot.
 12 window-curtains.
 14 window-ventilators.
 97 window-awnings.
 9 window-screens.

ENGINEER'S AND MECHANICS' TOOLS.

1 bench-vise.
 1 breast-drill.
 1 blow-pipe.
 1 brace.
 3 brace-bits.
 1 combination pocket-tool.
 3 chisels.
 3 die-stocks.
 7 dies.
 11 drill-bits.
 1 flue-scraper.
 1 flue-brush.
 3 force-pumps, (hand.)
 2 gimlets.
 1 hack-saw.
 6 hammers.
 1 hand-screw.
 1 improved combination-tool.
 1 low-water alarm.
 3 monkey-wrenches.
 1 marking-pot.
 1 pair nippers.
 2 oil-cups.
 2 oil-cans.
 1 pipe-vise.
 1 plumber's torch.
 13 pairs pipe-tongs.
 1 pipe-pliers.
 1 plane, smoothing.
 1 plane, jack.
 1 rule, foot.
 8 reamers.
 1 ratchet.
 1 soldering-iron.
 2 shovels.
 1 screw-driver.
 1 scythe-stone.
 1 shoe-knife.
 1 square.

INVENTORIES OF PUBLIC PROPERTY IN

4 saws.
1 set tools, fire, 3 pieces.

1 trowel.
1 wheelbarrow.

I certify that the foregoing inventory of public property in the building occupied as the Office of the Quartermaster-General is correct, to the best of my knowledge and belief.

GEO. K. FINCKEL,
Chief Clerk and Superintendent of Building.

QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., December, 1875.

WAR DEPARTMENT,
OFFICE COMMISSARY-GENERAL OF SUBSISTENCE,
Washington, D. C., December 13, 1875.

SIR: I have the honor to transmit herewith an inventory of the public property belonging to this Bureau, prepared in accordance with the requirements of section 197, Revised Statutes, page 30.

I have the honor to be, very respectfully, your obedient servant,
R. MACFEELY,

Commissary-General of Subsistence.

The Hon. SECRETARY OF WAR.

Inventory of property received, disposed of, and remaining on hand in the Office of the Commissary-General of Subsistence, in the year ending November 30, 1875.

Articles.	On hand per last inventory.	Received by—				Disposed of.		Remaining on hand.			
		Purchase, (new or perfect.)	Transfer, (new or perfect.)	Transfer, (good.)	Total.	Expended, (old and unserviceable.)	Total.	Total.	New or perfect.	Good.	Old and unserviceable.
Desks	32					3	3	29		29	
Chairs	48	2			2			50	2	42	6
Spittoons	21	4			4			25	4	21	
Carpets	10	1			1			11	1	10	
Rugs	27	12			12	3	3	36	12		24
Wash-stands	3							3		3	
Pitchers	5	1			1			6	1	5	
Basins	5							5		5	
Looking-glasses	5							5		5	
Clocks	3	1			1			4	1	3	
Thermometers	4							4		4	
Book-cases	8							8		8	
Letter-file boxes	120					37	37	83		83	
Letter-file cases	11							11		11	
Baskets	20	15			15			35		35	
Tables	2	2		5	7			9		9	
Water-coolers and stands	3	2			2	2	2	3	2	1	
Filters	1							1		1	
Buckets	14	6			6	8	8	12	6	6	
Oil-cloth	50	55½			55½	50	50	55½		55½	
Cocoa matting		18½			18½			18½		18½	
Mats	3							3		3	
Pictures	3							3		3	
Horses	2							2		2	
Wagons	1			1	1			2		2	
Harness	1							1		1	
Awnings	10							10		10	
Contract-case	1							1		1	
Stools	3							3		3	
Mail-bags	1							1		1	
Soap-dishes	5							5		5	
Step-ladders	3							3		3	
Towels	78	12			12	30	30	60	12	48	

Inventory of property received, disposed of, and remaining on hand, &c.—Continued.

Articles.	On hand per last inventory.	Received by—				Disposed of—		Remaining on hand.			
		Purchase, (new or perfect.)	Transfer, (new or perfect.)	Transfer, (good.)	Total.	Expended, (old and unserviceable.)	Total.	Total.	New or perfect.	Good.	Old and unserviceable.
Fire-fender	1	.....	.....	.....	.....	.....	.....	1	.....	1	.....
Fire-pokers	2	.....	.....	.....	.....	.....	.....	2	.....	2	.....
Drop-light.....	1	.....	.....	.....	.....	.....	.....	1	.....	1	.....
Hose.....feet.	50	.....	.....	.....	.....	.....	.....	50	.....	50	.....
Window-shades	16	3	.....	.....	3	.....	.....	19	3	16	.....
Fire-screens.....	2	.....	.....	.....	.....	.....	.....	2	.....	2	.....
Stoves.....	12	1	.....	.....	1	.....	.....	13	1	12	.....
Coal-hods.....	12	6	.....	.....	6	3	3	15	6	9	.....
Zinc.....pieces.	12	13	.....	.....	13	12	12	13	13	.....	.....
Volumes congressional documents	603	.....	32	.....	32	.....	.....	635	.....	635	.....
Volumes Congressional Globe and Record.....	110	12	.....	.....	12	.....	.....	122	.....	122	.....
Volumes miscellaneous books	441	40	.....	.....	40	.....	.....	481	.....	481	.....
Volumes miscellaneous pamphlets.....	160	.....	5	.....	5	.....	.....	165	.....	165	.....
Chair cushions	4	.....	.....	.....	.....	.....	.....	4	.....	4	.....

R. MACFEELY,

Commissary-General of Subsistence.

OFFICE COMMISSARY-GENERAL OF SUBSISTENCE, *December 13, 1875.*

WAR DEPARTMENT,
SURGEON-GENERAL'S OFFICE,
Washington, D. C., January 10, 1876.

SIR: In compliance with the requirements of the act of Congress of July 15, 1870, I have the honor to transmit herewith a statement of the public property on hand at this Office December 31, 1875.

This statement does not include the contents of the Army Medical Museum proper, or of the laboratory.

Very respectfully, your obedient servant,

J. W. BARNES,
Surgeon-General.

The Hon. SECRETARY OF WAR.

Statement of public property on hand December 31, 1875, in the Surgeon-General's Office, and the amount received and disposed of since last report.

Articles.	On hand at date of last report.	Received since last report.	Total.	Worn-out or destroyed.	Remaining on hand Dec. 31, 1875.
Awnings, window.....number.	28	4	32	.....	32
Argand burners.....do..	2	.....	2	.....	2
Axes.....do..	1	.....	1	.....	1
Bowls and pitchers.....do..	7	.....	7	2	5
Buckets, (all kinds).....do..	50	1	51	6	45

Statement of public property on hand December 31, 1875, &c.—Continued.

Articles.	On hand at date of last report.	Received since last report.	Total.	Worn-out or destroyed.	Remaining on hand Dec. 31, 1875.
Baskets, (all kinds).....number.	27	6	33	8	25
Bedsteads.....do.	5	.....	5	.....	5
Blankets.....do.	10	.....	10	.....	10
Brushes, dust.....do.	6	3	9	4	5
Brooms, whisk.....do.	4	3	7	4	3
Brooms.....do.	12	17	29	14	15
Book-shelves.....do.	4	.....	4	.....	4
Book-cases.....do.	25	1	26	.....	26
Book-racks.....do.	1	.....	1	.....	1
Books.....do.	30,000	5,000	35,000	.....	35,000
Bells, call.....do.	3	.....	3	.....	3
Brooms, hair.....do.	2	.....	2	.....	2
Brooms, stable.....do.	1	1	2	1	1
Brushes, scrubbing.....do.	1	3	4	2	2
Brushes, whitewash.....do.	4	5	9	4	5
Boilers.....do.	2	.....	2	.....	2
Block and falls.....do.	.....	1	1	.....	1
Chairs, office.....do.	226	.....	226	16	210
Chairs, revolving.....do.	15	.....	15	.....	15
Chairs, arm.....do.	6	.....	6	.....	6
Clocks.....do.	11	.....	11	.....	11
Coal-scuttles.....do.	12	6	18	8	10
Coal-sieves.....do.	1	1	2	1	1
Carpets, Brussels.....do.	5	1	6	.....	6
Carpets, ingrain.....do.	1	1	2	.....	2
Curtains, window.....do.	60	.....	60	.....	60
Case for papers.....do.	2	.....	2	.....	2
Carpet-lining.....do.	2	1	3	.....	3
Desks.....do.	172	.....	172	.....	172
Door-mats.....do.	8	.....	8	3	5
Dusters, feather.....do.	10	1	11	6	5
Dishes, soap.....do.	2	1	3	1	2
Dust-pans.....do.	3	1	4	.....	4
Dating-stamp.....do.	.....	1	1	.....	1
Engravings and photographs.....do.	18	.....	18	.....	18
Fenders, fire.....do.	4	1	5	.....	5
Flags.....do.	1	.....	1	.....	1
File-boards.....do.	3,389	.....	3,389	.....	3,389
Furnace, portable.....do.	1	.....	1	.....	1
Grindstone.....do.	.....	1	1	.....	1
Hall-racks.....do.	4	.....	4	.....	4
Hammers.....do.	3	.....	3	1	2
Hose, rubber.....feet.	300	25	325	50	275
Hoes.....number.	2	.....	2	.....	2
Hatchets.....do.	2	.....	2	.....	2
Ice-picks.....do.	2	.....	2	.....	2
Iron safes.....do.	2	.....	2	.....	2
Knives, pruning.....do.	1	.....	1	.....	1
Kettles.....do.	1	1	2	.....	2
Lounges.....do.	3	.....	3	.....	3
Looking-glasses.....do.	10	.....	10	2	8
Ladders, (all kinds).....number.	15	1	16	.....	16
Locks, pad, &c.....do.	4	4	8	4	4
Lanterns.....do.	1	.....	1	.....	1
Letter-balances.....do.	8	.....	8	.....	8
Mattresses.....do.	4	.....	4	.....	4
Map-boxes.....do.	3	.....	3	.....	3
Mops.....do.	2	3	5	2	3
Matting, cocoa.....yards.	267	.....	267	67	200
Match-safes.....number.	12	1	13	.....	13

Statement of public property on hand December 31, 1875, &c.—Continued.

Articles.	On hand at date of last report.	Received since last report.	Total.	Worn-out or destroyed.	Remaining on hand Dec. 31, 1875.
Oil-cloth.....yards..	48½	54½	102½	48½	54½
Pokers.....number..	10	6	16	4	12
Pillows.....do..	2	.....	2	.....	2
Pitchers, ice, &c.....do..	6	2	8	.....	8
Pots, watering.....do..	1	1	2	.....	2
Pigeon-holes.....sets..	18	.....	18	.....	18
Pans, stove.....number..	6	.....	6	.....	6
Platform for stoves.....do..	2	.....	2	.....	2
Planing-board.....do..	1	.....	1	.....	1
Punches, eylet.....do..	2	.....	2	.....	2
Rugs.....do..	5	.....	5	.....	5
Rakes.....do..	4	.....	4	.....	4
Racks for portfolios.....do..	2	.....	2	.....	2
Stands.....do..	6	.....	6	.....	6
Stands, marble-top.....do..	2	.....	2	.....	2
Stands, umbrella.....do..	2	.....	2	.....	2
Stoves.....do..	20	.....	20	.....	20
Shovels.....do..	10	8	18	6	12
Shovels, snow.....do..	5	.....	5	.....	5
Screens, fire.....do..	4	3	7	.....	7
Spittoons.....do..	50	9	59	9	50
Spades.....do..	2	.....	2	.....	2
Scythes and snath.....do..	1	2	3	.....	3
Spading-forks.....do..	2	.....	2	.....	2
Sickles.....do..	2	.....	2	.....	2
Stands for water-coolers.....do..	2	.....	2	.....	2
Scales, platform.....do..	1	.....	1	.....	1
Screw-drivers.....do..	.....	2	2	.....	2
Tables.....do..	82	2	84	.....	84
Tongs, with stands.....do..	4	.....	4	.....	4
Tumblers and goblets.....do..	12	14	26	12	14
Towels.....do..	70	6	76	12	64
Traps, rat and mice.....do..	6	.....	6	.....	6
Water-coolers.....do..	12	.....	12	.....	12
Wash-stands.....do..	19	.....	19	.....	19
Wagons, mail.....do..	1	.....	1	.....	1
Wheel-barrows.....do..	1	.....	1	.....	1
Wrenches.....do..	2	.....	2	.....	2
Window-shade cord.....yards..	.....	72	72	72	.....
Whetstones.....,.....number..	.....	2	2	.....	2

WAR DEPARTMENT,
PAYMASTER-GENERAL'S OFFICE,
Washington, January 7, 1876.

SIR: In compliance with the act of July 15, 1870, I have the honor to transmit herewith a report of the public property in the possession of this Bureau.

Very respectfully, your obedient servant,

BENJN. ALVORD,
Paymaster-General United States Army.

The Hon. SECRETARY OF WAR.

Property of the United States in possession of the Paymaster-General.

1874.	Desks.	Tables.	Book-cases.	Wash-stands.	Bowls and pitchers.	Chairs.	Stools.	Looking-glasses.	Water-coolers.	Water-cooler stands.	Stoves.	Furnace.	Hose-pipe, feet.	Axes.	Settees.	Clocks.	Pictures.	Wardrobes.	Fire-buckets.	Pigeon-hole cases.	Fire-screens.	Horses.	Harness, double.	Harness, single.	Office carriages.	Spring-wagon.	Awnings.
On hand as per last report....	42	45	12	16	19	116	19	8	6	4	19	1	500	14	3	2	7	1	52	11	12	2	1	..	1	1	24
Purchased since.....	1	1	2	..	..	23	..	1	2	..	5	..	..	1	1	2	..	..	54	..	..	2	1	1	1	..	..
Total.....	43	46	14	16	19	139	19	9	8	4	24	1	500	15	4	5	7	1	106	11	12	4	2	1	2	1	24
Sold.....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	1	..
Worn out and destroyed.....	..	..	..	..	..	23	..	..	2	..	4	..	..	1	..	..	..	..	52	..	..	..	1	..	..	..	..
On hand.....	43	46	14	16	19	116	19	9	6	4	20	1	500	14	4	5	7	1	54	11	12	2	1	1	2	..	24
Total.....	43	46	14	16	19	139	19	9	8	4	24	1	500	15	4	5	7	1	106	11	12	4	2	1	2	1	24

PAYMASTER-GENERAL'S OFFICE,
Washington⁸ D. C., January 7, 1876.

BENJ. ALVORD,
Paymaster-General United States Army.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 8, 1876.

SIR: In compliance with the act of July 15, 1870, I have the honor to inclose herewith an inventory of property belonging to the United States in the possession of this Office, and on the Washington aqueduct and public buildings, grounds, and works.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brigadier-General and Chief of Engineers.

Hon. WM. W. BELKNAP,
Secretary of War.

List of property belonging to public buildings and grounds in charge of O. E. Babcock, Colonel of Engineers, United States Army, on the 1st of December, 1875.

48 axes.
4 ax-helves.
11 augers.
19 augers, ship.
1 auger, 2-inch.
4 anvils.
3 brushes, dust.
198 brushes, paint.
37 brushes, whitewash.
2 bellows, portable.
1 bellows, painter's.
1 brand, steel.
2 baskets, waste.
1 bucket, fire.
36 buckets, water.
18 buckets, paint.
2 blocks, single.
13 blocks, double.
5 basins.
2 bells, office.
11 blankets.

6 blotters.
1 balance.
2 bits.
6 blades, scythe.
15 brushes, camel's-hair.
4 boxes, sets grindstones.
1 bob, plumb.
1 brush, copying.
2 bridles and reins.
6 badges, watchmen.
1 colors, set.
1 color-cups, set.
1 compass.
1 clip.
26 crow-bars.
6 coal-shovels.
14 coal-stoves.
8 coal-hods.
3 cold-chisels.
2 wood-chisels.
1 water-cart.

- 15 chairs.
- 2 clocks.
- 6 curry-combs.
- 40 trace-chains.
- 5 cups and sponges.
- 127 $\frac{3}{8}$ yards carpets.
- 2 cranks and grindstones.
- 3 paper-cutters.
- 1 drill.
- 1 mast-derrick.
- 5 desks.
- 3 painters' diamonds.
- 2 stone-drags.
- 9 directories.
- 50 real-estate directories.
- 3 screw-drivers.
- 10 painters' dusters.
- 4 diggers.
- 3 extinguishers.
- 6 erasers.
- 1 straight-edge.
- 1 Hamil's Engineers.
- 208 files.
- 47 forks.
- 9 spading-forks.
- 1 fish-net.
- 59 fitches.
- 2 folders.
- 2 Shuman's Formula.
- 7 grindstones.
- 1 stern-gouge.
- 2 weed-gouges.
- 1 gouge.
- 1 guide and spindle.
- 1 gas-governor.
- 1 magnifying-glass.
- 2 gimlets.
- 2 sets of gouges.
- 2 harrows.
- 40 scuffle-hoes.
- 13 garden-hoes.
- 13 grub-hoes.
- 26 hatchets.
- 2 handles and lines.
- 2 hay-knives.
- 2,940 feet of hose.
- 2 sections of hose.
- 10 hammers.
- 36 stone-hammers.
- 34 ax-handles.
- 424 pick-handles.
- 34 maul-handles.
- 3 hatchet-handles.
- 67 handles.
- 2 horses.
- 2 horse-rasps.
- 2 horse-covers.
- 2 hay-cutters.
- 4 sets double harness.
- 2 sets wagon harness.
- 28 pound stone-hammers.
- 1 brick-hammer.
- 12 rake-handles.
- 3 halters.
- 12 inkstands.
- 1 branding-iron.
- 1 set drawing instruments.
- 5 jack-screws.
- 2 Jack's wagons.
- 4 putty-knives.
- 7 edging-knives.
- 2 grass-knives.
- 24 pruning-knives.
- 3 hacking-knives.
- 6 budding-knives.
- 2 kriegels.
- 2 lounges.
- 14 tape-lines.
- 17 garden-lines.
- 2 lap-ropes.
- 4 levels.
- 4 lanterns.
- 15,000 feet lumber.
- 2 mallets.
- 104 $\frac{1}{2}$ yards matting.
- 1 morticing-machine.
- 8 lawn-mowers.
- 1 horse-mower.
- 4 mauls.
- 27 mattocks.
- 1 map of Washington.
- 1 magnifier.
- 1 map, (portfolio.)
- 4 nippers.
- 2 oilers.
- 1 rose-pruner.
- 27 watering-pots.
- 33 paint-pots.
- 300 picks.
- 1 (s. and d. tree) plow.
- 4 sub-soil plows.
- 5 single-tree plows.
- 2 snow-plows.
- 1 platform-scale.
- 5 pen-racks.
- 2 paper-cutters.
- 1 paper-folder.
- 3 punches.
- 4 rubber pumps.
- 2 plumbs.
- 4 planes.
- 1 ruling-pen.
- 5 pliers.
- 1 marking-pot.
- 5 rollers.
- 11 rules.
- 2 rulers.
- 8 locust rollers.
- 68 iron rakes.
- 38 wooden rakes.
- 675 $\frac{1}{4}$ pounds rope.
- 3 rugs.
- 1 arm-rest.
- 1 buffalo-robe.
- 1 robe.
- 5 sieves.
- 19 pair of shears.
- 5 sledges.
- 2 road-scrapers.
- 2 seed-closets.
- 603 shovels.
- 14 snow-shovels.
- 56 scythe-blades.
- 32 scythe-snaths.
- 78 scythe-stones.
- 155 spades.
- 13 swedges.
- 13 stoves and pipe.
- 275 pounds stove-pipe.
- 14 sickles.

2 stocks and dies.
 21 syringes.
 21 scoops.
 2 pair of scissors.
 11 screw-drivers.
 1 saw-set.
 1 screw-plate and die.
 1 letter-press stand.
 1 hand-stamp.
 1 T square.
 2 saws.
 6 pruning-saws.
 14 whet-stones.
 17 sprinklers.
 1 stretcher.
 17 volumes Statutes at Large.
 1 hand-saw.
 1 box-scraper.

1 tool-box.
 9 garden-trowels.
 1 table.
 1 revolving table.
 1 timber-truck.
 14 thermometers.
 81 sash-tools.
 10 double-trees.
 3 sets of trees.
 2 single-trees.
 2 trowels.
 1 tape-line.
 2 tree-trimmers.
 3 wagon-whips.
 4 street-washers.
 12 file-wrappers.
 2 key-wrenches.

*List of property belonging to the Washington aqueduct, in the charge of Col. O. E. Babcock,
 Corps of Engineers, United States Army, on the 1st of December, 1875.*

1 ax.
 3 augers.
 1 sectional auger.
 2 auger-bits.
 2 baskets for papers.
 5 buckets.
 2 metallic boats.
 6 blocks.
 1 boom-derrick.
 5 blotters.
 20 feet belting.
 1 band-saw machine.
 2 blades for machine.
 1 differential block, (set.)
 1 carriage.
 4 cases for maps.
 2 cases for books.
 6 chairs.
 6 crow-bars.
 1 claw-hammer.
 2 clocks.
 1 cart.
 1 coal-scuttle.
 2 chisels.
 2 chamois skins.
 1 copying-cup.
 1 copying-brush.
 2 drafting-tables.
 10 drafting-boards.
 5 desks.
 1 drawing-knife.
 4 folios for maps.
 2 field-cases.
 4 files.
 1 force-pump.
 175 feet gum hose.
 4 grass-hooks.
 2 gauges.
 1 horse.
 4 hand-saws.
 6 hand-wrenches.
 6 hammers.
 1 hoe.
 1 horse-cover.
 1 set harness.
 2 iron ladles.
 3 jack-screws.
 3 jugs.

9 stop-cock keys.
 2 fire-plug keys.
 6 levels.
 5 leveling-rods.
 1 letter-press and stand.
 1 lead-ladle.
 3 lanterns.
 1 coal-oil lamp.
 1 lap-robe.
 1 lap-duster.
 1 match-box.
 2 monkey-wrenches.
 1 map of Washington.
 1 mallet.
 1 maul.
 4 oil-cans.
 12 picks.
 2 packing-irons.
 2 planes.
 1 pitchfork.
 100 plates of parapet of Cabin John Bridge.
 100 plates of central gate-house.
 4 sets paint-brushes.
 1 plier.
 3 rakes.
 2 road-scrapers.
 1 ruler.
 19 shovels.
 2 squares.
 1 sledge.
 4 stoves.
 1 scow.
 1 sand-screen.
 2 scythes and snaths.
 36½ pounds steel hammers.
 1 screw-driver.
 1 syringe.
 2 transits.
 2 tables.
 1 trowel.
 1 tackle and blocks.
 1 turbine wheel, &c.
 4 telegraph-instruments.
 1 tape-line.
 9 wheel-barrows.
 1 wrench-machinists.
 1 whip.
 12 whitewash brushes.

Inventory of public property belonging to the United States in the Office of the Chief of Engineers on the 1st day of December, 1875.

HALL.

Rope-matting.
2 tables.
6 chairs.
12 door-mats.
12 pieces oil-cloth.
2 water-coolers.
2 tumblers.
1 clock.

ROOM 3.

3 chairs.
1 stool.
3 drawing-tables.
1 drawing-desk.
5 drawing-boards.
1 case for maps.
1 step-ladder.
1 carpet.
1 matting.
1 hat-rack.

ROOM 4.

4 desks.
6 chairs.
3 cases for files.
1 carpet.
3 pieces oil-cloth.
4 rugs.
1 looking-glass.
3 paper-baskets.
1 wash-stand and set.
3 spittoons.
1 water-cooler.
1 letter-press and fixtures.
1 tumbler.
2 shades.
1 clothes-rack.
1 folding-ladder.

ROOM 5.

2 desks.
1 table.
5 chairs.
2 cases for files.
1 carpet.
4 pieces oil-cloth.
2 rugs.
1 paper-basket.
1 wash-stand and set.
2 spittoons.
2 shades.
1 clothes-rack.
2 drawing-boards.

ROOM 6.

1 desk.
3 tables.
10 chairs.
3 book-cases.
1 carpet.
1 looking-glass.

1 wash-stand and set.
3 spittoons.
1 clock.
1 ice-pitcher.
2 tumblers.

ROOM 8.

1 desk.
1 table.
8 chairs.
4 book-cases.
1 carpet.
1 looking-glass.
1 wash-stand and set.
1 clock.
1 hat-rack.
1 stove.
1 coal-scuttle.
1 shovel, tongs, and stand.
1 fire-screen.
1 ice-pitcher, plated.
1 waiter, plated.
2 tumblers.

ROOM 9.

1 table.
1 chair.
1 carpet.
1 wash-stand and set.
1 iron safe, (Herring's patent.)
1 case shelves.
1 case pigeon-holes.
1 step-ladder.
1 stove, shovel, tongs, and stand.

ROOM 10.

2 tables.
6 chairs.
1 book-case.
1 carpet.
1 rug.
1 marble-top stand.
1 set pigeon-holes.
1 step-ladder.
1 spittoon.
1 letter-scale.
1 paper-basket.
1 hand-basket.
1 matting.
1 ice-pitcher, plated.
1 waiter, plated.
2 tumblers.

ROOM 11.

4 desks.
6 chairs.
1 carpet.
4 rugs.
1 looking-glass.
4 paper-baskets.
2 letter-baskets.
1 wash-stand and set.
4 spittoons.

1 letter-press and fixtures.
 1 clothes-rack.
 1 step-ladder.
 2 sets pigeon-holes.
 4 cases for files.
 3 pamphlet-boxes.
 4 pine boxes.

ROOM 12.

1 desk.
 3 tables.
 5 chairs.
 1 book-rack.
 1 carpet.
 4 rugs.
 1 looking-glass.
 3 paper-baskets.
 1 hand-basket.
 1 wash-stand and set.
 4 spittoons.
 1 letter-press and fixtures.
 2 sets pigeon-holes.
 1 step-ladder.
 1 letter-scale.

ROOM 14.

5 tables and pigeon-holes.
 6 chairs.
 1 carpet.
 1 matting.
 3 pieces oil-cloth.
 3 rugs.
 1 looking-glass.
 2 paper-baskets.
 1 wash-stand and set.
 3 spittoons.
 1 letter-press and fixtures.
 2 tumblers.
 1 hat-rack.
 1 step-ladder.
 1 shade.
 1 safe.
 2 letter-scales.

ROOM 15.

2 tables.
 3 book-cases.

ROOM 16.

1 desk.
 1 table.
 5 chairs.
 3 cases.
 1 carpet.
 1 oil-cloth.
 1 rug.
 1 book-rack.
 1 paper-basket.
 1 wash-stand and set.

ROOM 17.

4 desks.
 1 table.
 6 chairs.
 2 cases for files.
 1 book-rack.

1 carpet.
 4 pieces oil-cloth.
 4 rugs.
 1 looking-glass.
 2 paper-baskets.
 1 wash-stand and set.
 3 spittoons.

ROOM 18.

3 desks.
 6 chairs.
 4 cases.
 1 carpet.
 2 rugs.
 1 looking-glass.
 2 paper-baskets.
 1 wash-stand and set.
 3 spittoons.
 1 letter-press and fixtures.

ROOM 19.

3 tables.
 2 chairs.
 1 stool.
 1 carpet.
 1 drawing-board.
 1 spittoon.
 1 rug.
 1 clock.

ROOM 20.

3 desks.
 7 chairs.
 1 book-rack.
 3 cases.
 1 carpet.
 2 rugs.
 4 pieces oil-cloth.
 1 looking-glass.
 1 wash-stand and set.
 2 paper-baskets.
 1 spittoon.

ROOM 21.

3 desks.
 4 chairs.
 3 cases.
 1 carpet.
 2 pieces oil-cloth.
 2 paper-baskets.
 1 wash-stand and set.
 1 spittoon.

ROOM 22.

1 desk.
 2 tables.
 7 chairs.
 1 case.
 1 book-rack.
 1 carpet.
 1 looking-glass.
 1 wash-stand and set.
 1 paper-basket.
 1 ice-pitcher, plated.
 1 waiter, plated.
 2 tumblers.

ROOM 23.

1 table.
1 carpet.

ROOM 24.

1 desk.
1 table.
3 chairs.
1 book-rack.
1 carpet.
1 rug.
1 looking-glass.
1 paper-basket.
3 letter-baskets.
1 wash-stand and set.
1 spittoon.
1 clock.
1 ice-pitcher, plated.
1 waiter, plated.
2 tumblers.

ROOM 25.

1 table.
2 drawing-boards.

2 chairs.
2 stools.
1 carpet.
1 wash-stand and set.

ROOM 75.

2 chairs.
1 wash-stand and set.

ROOM 78.

1 desk.
8 tables.
2 drawing-boards.
8 chairs.
3 stools.
1 matting.
2 wash-stands and sets.

MISCELLANEOUS.

$\frac{1}{2}$ dozen brooms.
1 dozen dusters.
 $\frac{1}{2}$ dozen water-buckets.
2 stoves.
2 mail-bags.
50 towels.

Public property belonging to appropriation for "Printing charts of the lake survey," &c., for distribution to navigators, &c.

100 engraved copper plates.
3 lithographic presses.
5 lithographic rollers.
3 oil-cans.
18,000 printed maps.
1 ruling-machine.

1 engraved steel plate.
100 lithographic stones.
1 grinding-table.
1 iron rule.
3 color-stones.

WAR DEPARTMENT, ORDNANCE OFFICE,
Washington, December 1, 1875.

SIR: I have the honor to transmit herewith an inventory of public property in the Ordnance Office on the first of December, 1875, prepared in pursuance of the act of Congress approved July 15, 1870.

Respectfully, your obedient servant,

S. V. BENÉT,
Brigadier-General, Chief of Ordnance.

The Hon. SECRETARY OF WAR.

Inventory of public property in the Ordnance Office on the 1st day of December, 1875, prepared in pursuance of the act of Congress approved July 15, 1870.

42 writing-desks.
30 book-cases.
43 office and other chairs.
54 inkstands.
10 pen-racks.
11 sponge-cups.
30 paper-weights.
4 office-bells.
1 drawing-table.
7 drawing-boards.

1 set drawing-instruments.
1 set drawing-rules.
10 Brussels carpets.
3 carpet foot-rugs.
35 pieces of oil-cloth.
3 office-lounges.
8 wash-stands.
7 basins.
8 pitchers.
3 water-coolers.

1 looking-glass.
4 clocks.
1 iron safe.
1 book-stand.
6 umbrella-stands.
3 hat-racks.
5 thermometers.
23 pictures in frames.
10 letter scales.
1 patent scale.
2 copying-presses.
1 press-table.

7 letter-trays.
2 screens.
6 step-ladders.
1 mail-bag.
1 water-bucket.
864 congressional documents.
1,453 library books.
16 tables.
24 paper-baskets.
1 towel-rack.
45 spittoons.

NOTE.—In addition to the foregoing, there is a museum attached to this Office, which contains models and samples of arms and various other ordnance-stores now in use, or which have been in use, in the Army, a detailed list of which, it is presumed, is not contemplated or required by the act above cited.

S. V. BENET,
Brigadier General, Chief of Ordnance.

WAR DEPARTMENT,
OFFICE OF THE CHIEF SIGNAL-OFFICER,
Washington, D. C., December 24, 1875.

SIR: I have the honor to transmit herewith an inventory of the property of the United States in the rooms and buildings occupied by this Office, in pursuance of law or resolution of date July 15, 1870.

Very respectfully, your obedient servant,

ALBERT J. MEYER,
Brig. Gen., Chief Signal-Officer U. S. A.

The Hon. SECRETARY OF WAR,
Washington, D. C.

*Inventory of the property of the United States in the rooms and buildings occupied by the
Office of the Chief Signal-Officer.*

2 arithmometers.
5 lightning arresters.
4 axes.
24 anemoscopes.
2 Davis anemometers.
2 Casellas air-meters.
26 anemometers.
2 self-registering anemometers.
4 self-registering anemographs.
1 Draper's velocity anemograph.
1 Draper's direction anemograph.
1 Draper's force anemograph.
1 Gibbon's electrical anemograph.
1 Beck's self-registering velocity and direction anemograph.
1 Clum's aellograph.
1 Beck's aneroid.
4 drawing-boards.
37 water-buckets.
3 boilers.
1 saw and miter-box.
1 pair bellows.
3 switch-boards.
1 stamp-box.
1 nail-box.
1 tap-borer.

1 call-bell.
1 brush.
32 barometers.
33 barometers and cases.
28 hygrometer-boards.
16 aneroid barometers.
23 thermometer-boxes.
2 Gibbon's electrical barographs.
1 Hough's electrical barograph.
1 type electrical barograph.
1 Wild's electrical barograph.
1 Beck's photo-barograph.
1 Peelar's self-registering barograph.
1 Kew barometer with cathelometer.
1 Howson's barometer.
3 camera-boxes.
2 backgrounds.
1 negative-box.
2 paste brushes.
1 hard-rubber bath.
43 office-cases.
27 regulator-clocks.
139 office-chairs.
4 electric-dial clocks.
536 yards carpet.
1 watch-clock.

1 chart-case.
 6 walnut book-cases.
 5 water-coolers.
 23 pairs of cases.
 10 double cases.
 12 drawer-cases.
 1 lead and rule cutter.
 11 chases.
 1 claw-chisel.
 2 chests.
 1 clock for hygrometer.
 2 clocks for thermometer.
 36 cases for water-thermometer.
 8 leather barometer-cases.
 2 cases of cloud-types, L. and S.
 1 Dalton's trace-computer.
 1 hygrometer calculator.
 1 case specimens of wind's force.
 1 Anthony's photo-chair.
 82 office-desks.
 4 drop-lights.
 2 evaporating-dishes.
 1 electrometer.
 9 force-extinguishers.
 2 fenders.
 3 black-walnut picture-frames.
 1 retouching-frame.
 65 printing-frames.
 5 glass funnels.
 19 galleys.
 5 galvanometers.
 11 complete marine glasses.
 9 marine glasses and cases.
 17 marine glasses.
 1 terrestrial globe.
 1 celestial globe.
 1 Mr. Hempler's glass.
 1 M. D. P. rain-gauge.
 1 testing-galvanometer.
 1 Beck's rain-gauge.
 1 Draper's rain-gauge.
 1 Gibbon's rain-gauge.
 1 complete tide-gauge.
 2 Dunwoody's tidal gauges.
 1 large outline-globe.
 1 Wild's magnetic tide-gauges.
 3 glass graduates.
 2 hatchets.
 1 hammer.
 2 hygrodeiks.
 7 Hidson's hygrodeiks.
 2 Mason's hygrometers.
 1 Green's hygrometer.
 1 Wild's hygrograph.
 1 Beck's photo-hygrograph.
 1 Dunwoody's large hygrodeik.
 3 telegraph-instruments.
 5 pocket telegraph-instruments.
 2 boxes drawing-instruments.
 2 leveling-instruments.
 1 transit-instrument.
 1 telegraph-instrument, bell.
 8 telegraph-keys.
 13 palette-knives.
 5 student-lamps.
 2 steel tape-lines.
 30 lanterns.
 15 lounges.
 8 photographic lenses.
 677 $\frac{1}{4}$ yards cocoa matting.

H. Ex. 88—2

2 mullers.
 1 color-mill.
 1 paper-cutting machine.
 2 mallets.
 12 relay-magnets.
 1 horseshoe-magnet.
 41 $\frac{3}{4}$ yards straw matting.
 12 mats.
 1 Hough's meteograph.
 1 Monnet's meteorocosmograph.
 1 mortar and pestle.
 39 $\frac{5}{8}$ yards oil-cloth.
 11 oil-cans.
 5 odometers.
 1 switch-plug.
 4 letter-presses.
 1 pitcher.
 9 complete lithographic presses.
 2 iron pots.
 1 pair pincers.
 2 map-presses.
 2 Gordon presses.
 3 Liberty presses.
 1 Hoe proof-press.
 1 planer.
 1 plane.
 1 Beck's pantagraph.
 6 porcelain plates.
 1 Siemen's electric pyrometer.
 12 box-relays.
 10 book-racks.
 6 clothes-racks, &c.
 2 paper-racks.
 1 map-rack.
 3 roller-racks.
 3 rugs.
 1 instrument-rack.
 1 tide-gauge register.
 3 iron head-rests.
 1 photograph-press roller.
 62 spittoons.
 2 safes.
 2 hand-stamps.
 14 fire-screens.
 4 letter-press stands.
 16 complete stoves.
 40 window-shades.
 16 high stools.
 8 pairs steps.
 2 map-stands.
 1 umbrella-stand.
 1 wash-stand.
 8 coal-scuttles.
 60 lithographic stones.
 1 sauder-stone.
 12 ink-slabs.
 6 slab-scrapers.
 2 sand-sieves.
 2 gas-stoves.
 2 imposing-stones.
 6 double stands.
 2 type-stands.
 21 composing-sticks.
 3 shooting-sticks.
 1 syringe.
 9 sounders.
 1 saw.
 1 screw-driver.
 1 scraper.
 2 wire window-screens.

3 fire-shovels.
 1 stand.
 2 Chester sounders.
 14 barometer-straps.
 7 thermometer-straps.
 2 camera-stands.
 1 reflecting-screen.
 1 stereoscope.
 96 thermometer.
 37 office-tables.
 2 drawing-tables.
 1 type-writer.
 8 telegraph-tables.
 13 complete telescopes.
 20 telegraph-telescopes.
 4 Beck's thermometers.
 25 thermometers, minimum, Wilder's.
 20 thermometers, maximum, Wilder's.
 1 thermometer, maximum, solar.

1 thermometer, minimum, terrestrial.
 1 thermometer, maximum, Beck's.
 3 thermometers, minimum, Beck's.
 2 thermometers, minimum, Cassella's.
 1 thermometer, maximum, Cassella's.
 1 thermometer, Queen's.
 4 thermometers, N and Z patent, S. R.
 4 thermometers, deep-sea.
 13 thermometers for hygrometer.
 43 tubes, hygrometer.
 54 thermometers, minimum.
 94 thermometers, maximum.
 26 thermometers, water.
 1 Hough's thermograph.
 1 tripod.
 1 tray, porcelain.
 6 hard-rubber trays.
 2 wardrobes.
 1 anemograph, Wild's electric registering.

WAR DEPARTMENT,
 OFFICE OF MEDICAL STATISTICS,
 Washington, D. C., January 7, 1876.

SIR: I have the honor to transmit herewith an inventory of the property belonging to the United States in this Office on January 1, 1876.

Very respectfully, your obedient servant,

J. H. BAXTER,
 Chief Medical Purveyor U. S. A., in charge.

The Hon. SECRETARY OF WAR.

Inventory of public property belonging to the United States in the Bureau of Medical Statistics, War Department.

Articles.	Number.	Condition.			
		Good.	Fair.	Poor.	Worthless.
Desks.....	11	2	4	5	.....
Desks, standing.....	1	.....	1	.....	.....
Tables.....	8	.....	3	5	.....
Revolving-chairs.....	14	1	5	5	3
Wood-seat chairs.....	4	4	.....	.....	.....
Cane-seat chairs.....	5	.....	.....	3	2
Revolving-stools.....	1	.....	1	.....	.....
Book-shelves.....	4	.....	4	.....	.....
Stands, (small).....	2	.....	.....	2	.....
Wardrobes.....	2	1	.....	1	.....
File-cases.....	5	.....	5	.....	.....
Book-cases.....	1	1	.....	.....	.....
Fire-screens.....	2	.....	.....	2	.....
Wash bowls and pitchers.....	2	.....	.....	2	.....
Wash-stands.....	2	.....	.....	2	.....
Drawing-tables.....	1	.....	.....	1	.....
Drawing-boards.....	1	.....	1	.....	.....
Letter-presses.....	2	1	.....	.....	1
Coal-hods.....	2	2	.....	.....	.....
Hose.....	1	1	.....	.....	.....
Hose-pipe.....	1	1	.....	.....	.....

VERMILLION HARBOR.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In response to House resolution of the 12th instant, the report of Lieut. Col. C. E. Blunt, United States Engineers, on harbor of Vermillion, Ohio.

JANUARY 21, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
January 19, 1876.

In response to House resolution of the 12th instant, the Secretary of War has the honor to transmit to the House of Representatives copy of the report of Lieut.-Col. C. E. Blunt, of the Corps of Engineers, in relation to the harbor of Vermillion, Ohio, dated November 19, 1875.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 18, 1876.

SIR: I have to acknowledge the receipt of the following resolution of the House of Representatives, dated January 12, 1876: "That the Secretary of War be, and he is, requested to transmit to this House a copy of the report of Colonel Blunt, made since the date of his last annual report, in relation to the harbor of Vermillion, Ohio," and, in compliance therewith, to submit the inclosed copy of the report referred to, dated November 19, 1875.

The resolution of the House of Representatives is herewith respectfully returned.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brigadier-General and Chief of Engineers.

Hon. W. W. BELKNAP,
Secretary of War.

UNITED STATES ENGINEER OFFICE,
Buffalo, N. Y., November 19, 1875.

GENERAL: I have the honor to submit herewith a special report on the subject of Vermillion Harbor, in which, for reasons assigned, I suggest that the appropriation for next year be made \$11,000, in lieu of the \$5,000 asked in my annual report.

Vermillion Harbor, Ohio.—Supplementary report.

The appropriation of \$10,000, which was made for this harbor by act approved March 3, 1875, was expended during the months of September and October, 1875, in blasting and removing from the channel by dredging about 4,000 cubic yards of material, mostly solid rock.

The result obtained, though very satisfactory to those interested, and very useful as far as it goes, is not what was thought might be obtained in my letter to the Department, dated September 15, 1874, for the principal reason that my approximate estimate related to the channel between the existing United States piers, but in consequence of urgent representations made to my assistant, Capt. M. B. Adams, Corps of Engineers, by citizens of the place, he having visited the harbor to start the work, directed it to be commenced in a portion of the channel above the present west pier, though opposite to the remains of that pier as originally constructed. A considerable sum was expended in this section, which it had been my intention to apply in other parts of the channel, and which, if so applied, would have, I believe, secured a nearer approach to the special object I estimated for in my letter of September 15, 1874..

Second. Several hundred yards of loose rock, the existence of which was not known at the date of my estimate, were removed from the lower part of the channel. This rock (limestone) constituted the cargo of a vessel wrecked in the channel many years ago.

Third. The contract prices were higher than my estimate, there having been little competition.

The appropriation has consequently been exhausted without making a channel 100 feet wide and 14 feet deep between the piers, and as far out in the lake as the 14-foot curve. Where the work has been done the *depth* has been made, but not the width. Since the close of operations a careful series of soundings and borings have been made under my direction, and the calculations based upon this examination show that to complete the channel there must be removed about 2,800 cubic yards of rock and 13,000 cubic yards of sand, which, at the last contract prices, would cost \$11,000.

In this estimate I do not include any more work in the section of channel above the present west pier. It may be doubted whether the United States should be expected to do anything more in that section of the channel. There should be, in my opinion, a dividing line somewhere between improvements made in harbors at the cost of the United States Treasury and those which local interests may be expected to make. This line, I think, is in this case the end of the present west pier, as recently rebuilt. The south end of the *original* pier is now abandoned and needs no further expenditure. It was necessary when built, but is now backed by made land, a portion of which has been occupied as a private ship-yard.

To widen the channel *in this section* to 100 feet, with 14 feet water, would cost \$6,000 *in addition* to the \$11,000 herein estimated.

Very respectfully, your obedient servant,

C. E. BLUNT,
Lieut. Col. of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers U. S. A., Washington, D. C.

CORRESPONDENCE BETWEEN THE UNITED STATES GOVERNMENT AND SPAIN IN RELATION TO THE ISLAND OF CUBA.

M E S S A G E

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

In response to resolution of the House of Representatives of the 17th instant, a report from the Secretary of State, with accompanying documents.

JANUARY 21, 1876.—Referred to the Committee on Foreign Affairs and ordered to be printed.

To the House of Representatives:

I transmit to the House of Representatives, in answer to their resolution of the 17th instant, a report from the Secretary of State, with accompanying documents.

U. S. GRANT.

WASHINGTON, *January*, 21, 1876.

DEPARTMENT OF STATE,
Washington, January 21, 1876.

The Secretary of State, to whom was referred the resolution of the House of Representatives of the 17th January, instant, "That the President be requested to furnish to this House all correspondence between the Government of the United States and Spain, in relation to the island of Cuba, which is not incompatible with the public interest," has the honor to lay before the President certain documents and correspondence furnishing the information called for by said resolution.

As correspondence between the Government of the United States and Spain in relation to the island of Cuba has on several occasions heretofore been communicated to Congress, as well as that touching particular questions which have arisen between the United States and Spain in Cuba, the correspondence now transmitted is limited to the late correspondence upon the subjects referred to in the resolution, and which has not been previously communicated to Congress.

The information is arranged under the following divisions:

1. A communication made to the government of Spain, through Mr. Cushing, the minister of the United States at Madrid, bearing date

November 5, 1875, with the correspondence incident to the presentation of the same to the Spanish government, and with the instructions addressed to certain of the representatives of the United States in reference thereto.

2. Extracts from the correspondence between the Department of State and the minister of the United States in Madrid, and between this Department and the consul-general of the United States in Havana, concerning the condition of affairs in Cuba, and matters relating thereto.

3. Correspondence in reference to the trial of General Burriel, pursuant to the protocol of November 29, 1873, growing out of the capture of the *Virginus*. This correspondence was not transmitted to Congress with the papers and correspondence in reference to the *Virginus*, the question being then under discussion with the Spanish government.

Negotiations are still in progress between the government of Spain and the United States, in reference to complaints arising from trials of citizens of the United States in violation of treaty provisions, and from the confiscation or embargo of the property of citizens of the United States in Cuba.

For such reason the correspondence on such questions is not transmitted herewith.

Respectfully submitted.

HAMILTON FISH.

The PRESIDENT.

LIST OF ACCOMPANYING PAPERS.

I.—CORRESPONDENCE RELATIVE TO THE RELATIONS BETWEEN THE UNITED STATES AND SPAIN.

1. Mr. Fish to Mr. Cushing, November 5, 1875.
2. Mr. Fish to Mr. Schenck, November 5, 1875.
3. Mr. Fish to Mr. Washburne, November 15, 1875.
4. Mr. Cushing to Mr. Fish, telegram, November 16, 1875.
5. Mr. Fish to Mr. Schenck, telegram, November 19, 1875.
6. Mr. Cushing to Mr. Fish, telegram, November 26, 1875.
7. Mr. Fish to Mr. Cushing, telegram, November 27, 1875.
8. Mr. Fish to Mr. Schenck, telegram, November 27, 1875.
9. Mr. Cushing to Mr. Fish, telegram, November 30, 1875.
10. Mr. Cushing to Mr. Fish, telegram, December 4, 1875.
11. Mr. Fish to Mr. Schenck, telegram, December 6, 1875.
12. Mr. Fish to Mr. Cushing, telegram, December 6, 1875.
13. Mr. Fish to Mr. Washburne, telegram, December 6, 1875.
14. Mr. Fish to Mr. Davis, telegram, December 6, 1875.
15. Mr. Cushing to Mr. Fish, (extract,) December 13, 1875.
16. Same to same, December 22, 1875, with an accompaniment.
17. Same to same, December 29, 1875, with an accompaniment.

II.—CORRESPONDENCE RELATING TO THE CONDITION OF AFFAIRS IN CUBA, AND MATTERS RELATING THERETO.

18. Mr. Hall to Mr. Cadwalader, July 7, 1875, with an accompaniment.
19. Mr. Cushing to Mr. Fish, July 23, 1875, (extract,) with an accompaniment.
20. Mr. Hall to Mr. Cadwalader, July 27, 1875, with accompaniments.
21. Mr. Cushing to Mr. Fish, September 10, 1875, with accompaniments.
22. Same to same, October 6, 1875, (extract.)
23. Same to same, (extract,) October 7, 1875.
24. Same to same, October 16, 1875, with accompaniments.
25. Same to same, (extract,) October 28, 1875, with an accompaniment.
26. Same to same, (extract,) November 12, 1875, with an accompaniment.
27. Same to same, November 15, 1875.
28. Mr. Williams to Mr. Cadwalader, November 20, 1875, (extract,) with an accompaniment.
29. Mr. Hall to Mr. Cadwalader, December 22, 1875, (extract,) with accompaniments.
30. Same to same, (extract,) December 23, 1875.

III.—CORRESPONDENCE RELATIVE TO THE TRIAL OF GENERAL BURRIEL PURSUANT TO THE PROTOCOL, GROWING OUT OF THE CAPTURE OF THE VIRGINIUS.

31. Protocol of November 29, 1873.
32. Mr. Sickles to Mr. Fish, January 31, 1874.
33. Mr. Adee to Mr. Fish, April 25, 1874, with an accompaniment.
34. Mr. Fish to Mr. Cushing, June 9, 1874.
35. Mr. Cushing to Mr. Fish, (extract,) June 27, 1874, with an accompaniment.
36. Same to same, July 10, 1874, with an accompaniment.
37. Mr. Fish to Mr. Cushing, July 22, 1874.
38. Mr. Cushing to Mr. Fish, July 22, 1874, with an accompaniment.
39. Mr. Fish to Mr. Cushing, August 15, 1874.
40. Same to same, (extract,) August 21, 1874.
41. Mr. Cushing to Mr. Fish, September 27, 1874, with an accompaniment.
42. Mr. Fish to Mr. Cushing, October 29, 1874.
43. Mr. Cushing to Mr. Fish, December 1, 1874, with an accompaniment.
44. Same to same, telegram, December 4, 1874, (extract.)
45. Same to same, (extract,) December 5, 1874, with an accompaniment.
46. Mr. Fish to Mr. Cushing, telegram, December 7, 1874, (extract.)
47. Same to same, (extract,) December 30, 1874.
48. Same to same, (extract,) February 19, 1875.
49. Mr. Cushing to Mr. Fish, (extract,) May 17, 1875.
50. Mr. Fish to Mr. Cushing, June 4, 1875.
51. Mr. Cushing to Mr. Fish, telegram, August 23, 1875.
52. Same to same, (extract,) August 23, 1875, with an accompaniment.
53. Same to same, August 25, 1875, with accompaniments.
54. Mr. Cushing to Mr. Fish, August 31, 1875, (extract.)
55. Mr. Fish to Mr. Cushing, September 22, 1875, (extract.)
56. Same to same, telegram, September 28, 1875.
57. Mr. Cushing to Mr. Fish, telegram, September 29, 1875.
58. Mr. Fish to Mr. Cushing, telegram, October 1, 1875.
59. Mr. Cushing to Mr. Fish, (extract,) October 6, 1875.
60. Same to same, (extract,) October 6, 1875, with an accompaniment.
61. Same to same, (extract,) October 20, 1875, with accompaniments.
62. Mr. Fish to Mr. Cushing, November 5, 1875.
63. Mr. Cushing to Mr. Fish, telegram, November 16, 1875, (extract.)
64. Mr. Fish to Mr. Cushing, (extract,) January 6, 1876.

I.—CORRESPONDENCE RELATIVE TO THE RELATIONS BETWEEN THE UNITED STATES AND SPAIN.

No. 1.

Mr. Fish to Mr. Cushing.

No. 266.]

DEPARTMENT OF STATE,
Washington, November 5, 1875.

SIR: Pursuant to the intimation conveyed in my No. 242, I deem it necessary to recur to the general question of our relations with Spain, and to consider the progress which has been made in disposing of the outstanding questions which for some time past have seriously threatened the relations of the two countries.

At the time of your departure for Madrid, apart from the general question of the unsatisfactory condition of affairs in Cuba and the failure to suppress the revolution, several prominent questions remained unadjusted, the settlement of which was deemed necessary before any satisfactory relations with Spain could be established or maintained. Upon all of these you were instructed.

The most prominent among them were the questions arising from the embargo and confiscation of estates of American citizens in Cuba; those relating to the trial of American citizens in that island, in violation of

treaty obligations, and the claims arising out of the capture of the *Virginus*, including the trial and punishment of General Burriel.

After the expiration of more than eighteen months, it seems advisable to examine what progress has been made and to consider our present relations with Spain.

In reference to the arbitrary seizure and withholding of the estates and property of citizens of the United States in Cuba, under proceedings of confiscation or embargo, so called, a separate instruction was addressed to you under date of February 6th, prior to your departure for your post.

I referred therein to the general facts surrounding these cases, to the arbitrary action of the authorities, by which the property of American citizens had been seized in violation of treaty provisions, in the absence of judicial proceedings, without hearing, and under such circumstances as to call for vigorous protest and demands on behalf of this Government.

The general facts surrounding these cases are well known.

It is not pretended, so far as I am aware, that any legal justification for these wrongs has been attempted on the part of the authorities of Spain, or that these proceedings in Cuba are defended or upheld.

On the contrary, pursuant to the decree issued by the government on the 12th of July, 1873, the illegality and indefensible character of these acts were admitted, and the embargoes were ordered to be removed and the property to be restored.

This decree was at first received in Cuba with calm indifference, not even published or adverted to, and the proceedings of the authorities were in no notable respect changed thereby.

At the time of the visit of Señor Soler y Pla, minister of ultramar, the decree was in some instances recognized, and some insignificant steps taken, in individual cases, to comply therewith.

In general, however, it was claimed, either that incumbrances existed, making a compliance therewith impossible, or the delivery was offered, burdened by leases or incumbrances, and coupled with unfair conditions or demands, or delivery was avoided, on the ground that particular property was confiscated, not embargoed. In fact, the decree was treated, in general, with supreme indifference.

You were informed that the President, while not disposed to question the willingness of the authorities in Spain to do justice to this Government and her citizens, expected that means would be found to compel the agents in Cuba to obey the orders of the supreme government.

Such was the condition of the question at the date of your departure. Numbers of American citizens had at this time been deprived of their property, and were anxiously awaiting the performance of the promises and assurances which had been given by the Spanish government. In spite of all the efforts which you have made, intelligent and energetic as they have been, no effectual result has been accomplished.

Immediately after you had entered on your duties, in your No. 24, under date of June 2, you reported a conversation with Mr. Ulloa, having reference to this question, and in your No. 39, of June 22, you advise the Department of a note addressed to the minister of state, calling attention to the particular cases of Mr. Criado and Mrs. Farres de Mora, and to the general question.

Although orders of disembargo had been issued, and as early as January, 1873, the then minister of state at Madrid had expressed surprise and regret at the continued delay in these particular cases, Mr.

Ulloa informed you, under date of July 7, 1874, that the ministry was in want of information as to these cases, and that the information had been requested through the minister of the colonies. He added, however, that the Spanish government proposed to adopt, with all possible dispatch, a general system with respect to pending embargoes, and that that important question would be set at rest in conformity with the true interpretation of the treaty of 1795, and with that respect which the Spanish government had for its obligations.

These assurances were repeated to you by Mr. Ulloa, (as reported in your No. 95 under date of September 7, 1874,) and in your No. 153, dated November 23, it appears that similar statements were again made.

Nevertheless, with all these cases long since brought to the attention of the Spanish government, with the case of Mrs. Farres de Mora before the minister of state, in connection with that of Mr. Criado, Mr. Ulloa took occasion to reply in the case of Mr. Criado alone, as reported in your No. 195, to the effect that he was not a *bona-fide* citizen of the United States, and thus to avoid the decision of the issue before him.

So far as this case was concerned, Mr. Criado was but one individual jointly interested with others in the decision of a principle, and because some flaw was supposed to have been found as to his right to claim the benefit of the general principle when decided, opportunity was taken to decline to make any decision on the principle itself. It is ascertained, however, not only that the claim that Mr. Criado is not a citizen is not well founded, but a trial of his claim before the mixed commission is progressing, and this question has not there been raised; but the advocate on the part of Spain is understood to have declared himself satisfied as to Mr. Criado's citizenship. The Spanish government thus avoiding the issue, you again argued the question in the cases of Mrs. Farres de Mora and Mr. Delgado, as reported in your No. 322.

Subsequent to this date, in several dispatches, viz, in your Nos. 387, 442, 452, and 511, (the last being dated September 8, ultimo,) and in several telegrams, you have reported the progress of a scheme of settlement, which it was thought was about to be accomplished, when a change in the cabinet suddenly displaced Mr. Castro.

Whether, had Mr. Castro remained in office, a general order or decree would have been issued of the character referred to in your No. 511, it is of course impossible to say, and whether, if issued, it would have received a more respectful obedience than the prior orders on this question, must also remain unanswered.

However, you state that the question has been re-opened, and, as you inform me, with some prospect of an adjustment. But no adjustment has yet been reached, and the general question has been pending for more than six years.

The kindred treaty question in reference to the trial of citizens of the United States in Cuba by court-martial, and the arrest and punishment of our citizens without trial in that island, in violation of the provisions of the treaty of 1795, is substantially in the same position. This Government, prior to your appointment, had unfortunately been compelled to interfere in behalf of its citizens on several occasions, where the authorities in Cuba had entirely disregarded not only provisions of our treaty, but the rules of civilized warfare.

After your arrival at your post, you addressed the government in reference thereto on various occasions, both in connection with the confiscation and embargo cases and separately.

The authorities of Spain have been loud in their denunciations of acts of cruelty when perpetrated by the Carlists, and while in some quarters martial law has been looked upon as the natural refuge of the mother country or her colonial authorities, when deemed necessary and convenient, still the same difficulty has occurred in inducing any minister of state to fairly meet the question, and either commit himself to a justification of such practices, or to frankly admit that they were in violation of treaty obligations and public law and to provide a remedy.

It is true that in isolated cases, where the Spanish government has been shown that insistence on trial by courts-martial implied a state of war in Cuba, which might lead to logical consequences, the authorities have admitted the justice of our position, as in the orders sent to the captain-general in 1873, proposing the trial of the sailors of the bark *Union* by the ordinary tribunals, pursuant to the treaty of 1795, as referred to in my No. 246; but, in general, when these questions have been presented, the different ministers of state have contented themselves with expressing their intention to fairly respond, and the intention of Spain to perform all her treaty obligations. Notably among them you state, in your No. 195, that after having addressed Mr. Ulloa upon this question in Dockray's case he promised to meet the issue.

That promise remains unperformed, and although the late negotiations by which it was hoped some solution of these questions might be reached would have applied also to this question, the matter remains undisposed of, and the authorities of Cuba are enabled upon convenient occasion, in obedience to supposed necessity, to again resort to such military tribunals or to punish without a trial.

This simple narration of facts as to these two questions, the promises made and repeated, the assurances given from time to time that something should be done, the admission of the justice of the demands of this country, at least to the extent of expressing regret for these wrongs and promising redress, followed as they have been by absolutely no performance and no practical steps whatever towards performance, need no extended comment.

In the cases of embargo and confiscation, not only have wrongs been long since done, but continuing and repeated wrongs are daily inflicted. The authorities of Spain in Cuba, during all this time, have been and are using the revenues of the confiscated or embargoed estates, appropriating much of the property itself, and in some cases executing long leases, or actually making sales, either on the allegation that taxes were due, or without any excuse whatever.

In the cases of arrest and punishment, citizens of the United States, in like manner, have undergone punishment because the authorities of Spain do not meet the issue and decide the question.

Turning to the questions which arose from the capture of the *Virginus*, and the executions which followed, no extended reference is required.

The particulars of the delivery of the vessel to this Government, and the payment to both Great Britain and the United States of considerable sums as compensation for the acts of the authorities in ordering the execution of fifty-three of the passengers and crew under circumstances of peculiar brutality, have passed into history.

So far as a payment of money can atone for the execution of these unprotected prisoners, that has been accomplished.

The higher and more imperative duty which the government of Spain assumed by the protocol of November 29, 1873, namely, to bring to jus-

tice General Burriel and the other principal offenders in this tragedy, has been evaded and entirely neglected.

Having made this neglect the subject of a separate instruction, under this date, I abstain from further reference thereto.

While I have no desire to detract from the settlement which was obtained, or to depreciate the action of Mr. Castro, the minister of state, in the payment of the indemnity, particularly as he seemed from the first presentation of the question to be impressed with the justice of the complaint, and to regard with natural aversion the acts which gave rise to it, it is but just, in considering the general course of the authorities in Spain toward this country, to refer to the long delay in reaching an adjustment, and principally to the fact that a basis of settlement was at last reached only after every delay had apparently been exhausted.

As you are aware, Mr. Ulloa, then minister of state, under date of August 18, 1874, and probably impelled by some pressing necessity, addressed the British chargé d'affaires at Madrid, substantially agreeing to settle the claim of Great Britain for the execution of the British subjects on board that vessel.

The equally strong, if not stronger, claim of the United States, continued to be discussed in Madrid after the promise of settlement with Great Britain had been made; and information of this adjustment reached this Government a considerable time after its conclusion, and not through the authorities of Spain. Our settlement was only accomplished in the month of March following.

In doing exact justice, it is but proper, however, to give Mr. Castro due credit for the payment of the amount finally agreed upon, without further controversy, and before the time stipulated for payment had expired.

In adverting to these delays and failures to meet our just demands on the part of the authorities, I must express satisfaction with your patience and energy under these adverse circumstances, and particularly in beginning anew with each rapidly succeeding minister of state, and representing again and again these different questions. Progress in these matters has not been delayed from want of information from you, nor from lack of faithful and forcible presentation.

Having touched on these particular questions which have lately been prominent as disturbing causes with Spain, it is necessary to also refer to the general condition of affairs in Cuba as affecting our relations with the mother country.

In my No. 2, of February 6, 1874, (the first instruction addressed to you on general matters pertaining to your mission,) I referred at length to the views entertained by the President and to the position of this Government.

It was then more than five years since an organized insurrection had broken out which the government of Spain had been entirely unable to suppress. At that time the firm conviction of the President was announced that whatever might be the vicissitudes of the struggle, and whatever efforts might be put forth by the Spanish power in Cuba, no doubt could be entertained that the final issue of the conflict would be to break the bonds which attached Cuba as a colony to Spain.

While remembering and observing the duties which this Government, as one of the family of nations, owes to another member, by public law, treaties, or the particular statutes of the United States, it would be idle to attempt to conceal the interest and sympathy with which Americans in the United States regard any attempt of a numerous people on this continent to be relieved of ties which hold them in the position of colo-

nial subjection to a distant power, and to assume the independence and right of self-control which natural rights and the spirit of the age accord to them.

When, moreover, this struggle, in progress on our very borders, from its commencement has involved the property and interests of citizens of the United States, has disturbed our tranquillity and commerce, has called upon us not infrequently to witness barbarous violations of the rules of civilized warfare, and compelled us for the sake of humanity to raise our voice by way of protest; and when, more than all, we see in the contest the final struggle in this hemisphere between slavery and freedom, it would be strange indeed if the Government and people of this country failed at any time to take peculiar interest in the termination of such contest.

In this early instruction was expressed the sincere and unselfish hope of the President that the government of Spain would seek some honorable and satisfactory adjustment, based upon emancipation and self-government, which would restore peace and afford a prospect of a return of prosperity to Cuba.

Almost two years have passed since those instructions were issued and those strong hopes expressed, and it would appear that the situation has in no respect improved.

The horrors of war have in no perceptible measure abated; the inconveniences and injuries which we then suffered have remained, and others have been added; the ravages of war have touched new parts of the island, and well-nigh ruined its financial and agricultural system and its relations to the commerce of the world. No effective steps have been taken to establish reforms or remedy abuses, and the effort to suppress the insurrection, by force alone, has been a complete failure.

In the mean time the material interests of trade and of commerce are impaired to a degree which calls for remonstrance, if not for another line of conduct, on the part of all commercial nations.

Whether it be from the severity and inhumanity with which the effort has been made to suppress the insurrection, and from a supposed justification of retaliation for violations of the rules of civilized warfare by other violations and by acts of barbarism, of incendiarism, and outrage, the world is witnessing on the part of the insurgents, whom Spain still claims as subjects, and for whose acts, if subjects, Spain must be held accountable in the judgment of the world, a warfare, not of the legitimate strife of relative force and strength, but of pillage and incendiarism, the burning of estates and of sugar-mills, the destruction of the means of production and of the wealth of the island.

The United States purchases more largely than any other people of the productions of the island of Cuba, and therefore, more than any other for this reason, and still more by reason of its immediate neighborhood, is interested in the arrest of a system of wanton destruction which disgraces the age and affects every commercial people on the face of the globe.

Under these circumstances, and in view of the fact that Spain has rejected all suggestions of reform or offers of mediation made by this Government, and has refused all measures looking to a reconciliation, except on terms which make reconciliation an impossibility, the difficulty of the situation becomes increased.

When, however, in addition to these general causes of difficulty, we find the Spanish government neglectful also of the obligations of treaties and solemn compacts, and unwilling to afford any redress for long-continued and well-founded wrongs suffered by our citizens, it becomes a

serious question how long such a condition of things can or should be allowed to exist, and compels us to inquire whether the point has not been reached where longer endurance ceases to be possible.

During all this time, and under these aggravated circumstances, this Government has not failed to perform her obligations to Spain as scrupulously as toward other nations.

In fact, it might be said that we have not only been long-suffering, because of the embarrassments surrounding the Spanish government, but particularly careful to give no occasion for complaint for the same reason.

I regret to say that the authorities of Spain have not at all times appreciated our intentions or our purposes in these respects, and, while insisting that a state of war does not exist in Cuba and that no rights as belligerents should be accorded to the insurrectionists, have at the same time demanded for themselves all the rights and privileges which flow from actual and acknowledged war.

It will be apparent that such a state of things cannot continue. It is absolutely necessary to the maintenance of our relations with Spain, even on their present footing, that our just demands for the return to citizens of the United States of their estates in Cuba, unincumbered, and for securing to them a trial for offenses according to treaty provisions and all other rights guaranteed by treaty and by public law, should be complied with.

Whether the Spanish government, appreciating the forbearance of this country, will speedily and satisfactorily adjust the pending questions, not by the issue of empty orders or decrees without force or effect in Cuba, but by comprehensive and firm measures which shall everywhere be respected, I anxiously await further intelligence.

Moreover, apart from these particular questions, in the opinion of the President, the time has arrived when the interests of this country, the preservation of its commerce, and the instincts of humanity alike demand that some speedy and satisfactory ending be made of the strife that is devastating Cuba.

A disastrous conflict of more than seven years' duration has demonstrated the inability of Spain to maintain peace and order in an island lying at our door. Desolation and destruction of life and property have been the only results of this conflict.

The United States sympathizes in the fact that this inability results in a large degree from the unhappy condition of Spain at home and to some extent from the distractions which are dividing her people. But the fact remains. Added to this are the large expanse of ocean separating the peninsula from the island and the want of harmony and of personal sympathy between the inhabitants of the territory of the home government and those of the colony, the distinction of classes in the latter between rulers and subjects, the want of adaptation of the ancient colonial system of Spain to the present times and to the ideas which the events of the past age have impressed upon the peoples of every reading and thinking country.

Great Britain, wisely, has relaxed the old system of colonial dependence, and is reaping the benefits in the contentedness and peaceful prosecution of the arts of peace and in the channels of commerce and of industry, in colonies which under restraint might have questioned and resisted the power of control from a distant government and might have exhibited, as does Cuba, a chronic condition of insurrection, turbulence, and rebellion.

In addition to all this, it cannot be questioned that the continued

maintenance, in the face of decrees and enactments to the contrary, of a compulsory system of slave-labor is a cause of disquiet and of excitement to a large class in the island, as also in the United States, which the government of Spain has led us, by very distinct assurances, to expect should be removed, and which the enlightened Christianity of the age condemns.

The contest and disorder in Cuba affect the United States directly and injuriously by the presence in this country of partisans of the revolt who have fled hither (in consequence of the proximity of territory) as to a political asylum, and who, by their plottings, are disturbers of the public peace.

The United States has exerted itself to the utmost, for seven years, to repress unlawful acts on the part of these self-exiled subjects of Spain, relying on the promise of Spain to pacify the island. Seven years of strain on the powers of this Government to fulfill all that the most exacting demands of one government can make, under any doctrine or claim of international obligation, upon another, have not witnessed the much hoped for pacification. The United States feels itself entitled to be relieved of this strain.

The severe measures, injurious to the United States and often in conflict with public law, which the colonial officers have taken to subdue the insurrection; the indifference, and oftentimes the offensive assaults upon the just susceptibilities of the people of the United States and their Government, which have characterized that portion of the peninsular population of Havana which has sustained and upheld, if it has not controlled, successive governors-general, and which have led to the disregard of orders and decrees which the more enlarged wisdom and the more friendly councils of the home government had enacted; the cruelty and inhumanity which have characterized the contest, both on the part of the colonial government and of the revolt, for seven years, and the destruction of valuable properties and industries by arson and pillage, which Spain appears unable, however desirous, to prevent and stop, in an island three thousand miles distant from her shores, but lying within sight of our coast, with which trade and constant intercourse are unavoidable, are causes of annoyance and of injury to the United States, which a people cannot be expected to tolerate without the assured prospect of their termination.

The United States has more than once been solicited by the insurgents to extend to them its aid, but has for years hitherto resisted such solicitation, and has endeavored by the tender of its good offices, in the way of mediation, advice, and remonstrance, to bring to an end a great evil, which has pressed sorely upon the interests both of the Government and of the people of the United States, as also upon the commercial interests of other nations.

A sincere friendship for Spain, and for her people, whether peninsular or insular, and an equally sincere reluctance to adopt any measures which might injure or humble the ancient ally of the United States, has characterized the conduct of this Government in every step during these sad and distressing years, and the President is still animated by the same feelings, and desires above all things to aid her and her people to enter once more upon the path of safety and repose.

It will be remembered that the President, in the year 1869, tendered the good offices of the United States for the purpose of bringing to a close the civil war in Cuba. This offer was made delicately, in good faith, and in friendship to both parties to the contest.

General Prim, as the representative of the Spanish government, while

recognizing the good faith and friendship with which this offer was made, replied:

We can better proceed in the present situation of things without even this friendly intervention. A time will come when the good offices of the United States will be not only useful but indispensable, in the final arrangements between Spain and Cuba. We will ascertain the form in which they can be employed and confidently count upon your assistance.

The United States replied that its good offices for that object would be at any time at the service of the parties to the conflict. This Government has ever since been ready thus to aid in restoring peace and quiet.

The Government of the United States has heretofore given expression to no policy in reference to the insurrection in Cuba, because it has honestly and sincerely hoped that no declaration of policy on its part would be required.

The President feels that longer reticence would be inconsistent with the interests of both governments.

Our relations with Spain are in that critical position, that another seizure similar to that of the *Virginius*, other executions of citizens of the United States in Cuba, other wrongs of a less objectionable character even than many which have been already suffered by our citizens with simple remonstrance, or possibly even some new act of exceptional severity in Cuba, may suddenly produce a feeling and excitement which might force events which this Government anxiously desires to avoid.

The President hopes that Spain may spontaneously adopt measures looking to a reconciliation, and to the speedy restoration of peace, and the organization of a stable and satisfactory system of government in the island of Cuba.

In the absence of any prospect of a termination of the war, or of any change in the manner in which it has been conducted on either side, he feels that the time is at hand when it may be the duty of other governments to intervene, solely with the view of bringing to an end a disastrous and destructive conflict, and of restoring peace in the island of Cuba. No government is more deeply interested in the order and peaceful administration of this island than is that of the United States, and none has suffered as has the United States from the condition which has obtained there during the past six or seven years. He will, therefore, feel it his duty at an early day to submit the subject in this light, and accompanied by an expression of the views above presented, for the consideration of Congress.

This conclusion is reached with reluctance and regret.

It is reached after every other expedient has been attempted and proved a failure, and in the firm conviction that the period has at last arrived when no other course remains for this Government.

It is believed to be a just and friendly act to frankly communicate this conclusion to the Spanish government.

You will, therefore, take an early occasion thus to inform that government.

In making the communication it is the earnest desire of the President to impress upon the authorities of Spain the continued friendly disposition of this Government, and that it has no ulterior or selfish objects in view, and no desire to become a party in the conflict, but is moved solely by the imperative necessities of a proper regard to its own protection and its own interests and the interests of humanity, and, as we firmly believe, in the ultimate interest of Spain itself.

In informing the Spanish government of these conclusions pursuant hereto, you are authorized to read this instruction to the minister of state, or to state the substance and purport thereof, as you may deem most advisable.

You will, of course, keep me advised, by telegraph and by post, of your proceedings pursuant to this instruction.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 2.

Mr. Fish to Mr. Schenck.

No. 805.]

DEPARTMENT OF STATE,
Washington, November 5, 1875.

SIR: Herewith you will receive a confidential copy of an instruction this day addressed to Mr. Cushing, the minister of the United States in Madrid. Such part as relates to our particular causes of complaint against the Spanish authorities concerns the United States alone. Such part of the instruction, however, as announces to Mr. Cushing the conclusions to which the President has arrived in reference to the strife now raging in Cuba, and as instructs him to communicate these conclusions to the Spanish government, is believed to be not only of interest to the government of Great Britain, but such as it is supposed will be regarded by that government as just and necessary.

The instruction sets forth the considerations which have led this Government to the conclusions which have been reached, and it is hoped that the government of Great Britain, having similar interests to protect, and regarding this strife from a similar point of view, as well for the interests of its own subjects as of humanity at large, will not be unwilling at least to support our position by its approval and influence. This being the case, the President is of opinion that it is just to the government of Great Britain to communicate in confidence these conclusions, and to suggest that, in his opinion, the expression by Great Britain to Spain of its approval of the view of this Government, and its influence to induce a settlement, will tend to a more speedy adjustment and will more surely induce the government of Spain, by some wise and conclusive measures, to render all thought or necessity of intervention from any quarter unnecessary.

The government of Great Britain may possibly, of its own accord, think proper, in view of its own interests, to co-operate with the United States in this effort to arrest a cruel war of devastation. This, however, is a question to be raised by Her Majesty's government. Humanity, its own great interests, and a regard for the preservation of the peace of the world, it is believed will, without doubt, lead it to support the position which this Government has at length been forced to assume, and to address its representative in Madrid to that end.

Mr. Cushing has further been instructed to defer his interview with the minister of state until you shall have communicated to this Department the result of your interview with Lord Derby. You will read to Lord Derby in confidence, the copy of the instruction to Mr. Cushing

(No. 266) inclosed herewith, and will distinctly state that this Government has no selfish or ulterior objects in view, and no desire to take advantage of the difficulties which have surrounded the Spanish government.

You will take the earliest occasion practicable to comply with this instruction, and will promptly communicate with the Department by telegraph, and in cipher, the result thereof.

* * * * *

I am, &c.,

HAMILTON FISH.

General ROBERT C. SCHENCK, &c.

No. 3.

Mr. Fish to Mr. Washburne.

No. 756.]

DEPARTMENT OF STATE,
Washington, November 15, 1875.

SIR: Herewith you will receive a copy of an instruction, No. 266, dated the 5th day of November instant, addressed to Mr. Cushing, the minister of the United States at Madrid, which sets forth at length the considerations which have led this Government to the adoption of the views therein expressed concerning the condition of affairs in Cuba. It is believed that other powers, as well for the interests of their own subjects or citizens as for the sake of humanity at large, will recognize the justice thereof, and the necessity of the course which the President feels it his duty to pursue.

You will read this instruction 266, or state orally the substance thereof, to the minister of foreign affairs confidentially, (but will not give a copy thereof,) and will assure him of the sincere and earnest desire of the President for a termination of the disastrous conflict in Cuba by the spontaneous action of Spain, or by the agreement of the parties thereto.

You will further state that the President is of opinion that should the government to which you are accredited find it consistent with its views to urge upon Spain the importance and necessity of either terminating or abandoning this contest, which now, after a continuance of seven years, has not advanced toward a prospect of success on either side, but which is characterized by cruelties, by violations of the rules of civilized modern warfare, by pillage, desolation, and wanton incendiarism, threatening the industry, capacity, and production of an extended and fertile country, the friendly expression of such views to Spain might lead that government to a dispassionate consideration of the hopelessness of the contest, and tend to the earlier restoration of peace and prosperity to Cuba, if not to the preservation of the peace of the world.

Such a course on the part of the government to which you are accredited would be exceedingly satisfactory to the United States, and in the opinion of the President conducive to the interests of every commercial nation, and of humanity itself.

You will at the same time distinctly state that this Government is actuated by no ulterior or selfish motives, and has no desire to take advantage of the distracted condition of Spain, but rather to induce her to spontaneously seek an adjustment of this contest.

I need not impress upon you the confidential nature of these instructions, nor the delicate duty which is imposed upon you.

Similar instructions have been issued to the representatives of the United States accredited to the principal European powers.

You will seek an early interview with the minister of foreign affairs, and promptly advise me by telegraph, in cipher, of the result thereof.

I am, &c., &c.,

HAMILTON FISH.

E. B. WASHBURN, Esq.,
&c., &c., *Paris*.

P. S.—Since the above instruction was prepared, a telegram has been received from Mr. Cushing which renders it advisable that no steps be taken by you to communicate instructions No. 266 as directed until further instructions be sent you by telegraph.

H. F.

Note.—An instruction similar to the above was also sent to the representatives of the United States at Berlin, St. Petersburg, Vienna, and Rome.

No. 4.

Mr. Cushing to Mr. Fish.

[Telegram.]

MADRID, *November 16, 1875.*

FISH, *Secretary, Washington :*

Spanish note has come in. It is eminently amicable in spirit. It concedes everything in effect or substance, disavows all trials of our citizens for things done in our country, and engages annulment of sentences, with redress.

* * * * *

Promises redress in any existing case of trial in disregard of such securities; repeats assurance of trial of Burriel. * * * As the note contains alternative propositions for your consideration, it is impossible for me to act in the premises without special instructions. I send it by special messenger as far as London.

CUSHING.

No. 5.

Mr. Fish to Mr. Schenck.

[Telegram.]

WASHINGTON, *November 19, 1875.*

SCHENCK, *Minister, London :*

Advices from Cushing suggest delay in reading inclosure to eight hundred and five. You will await further instructions.

FISH, *Secretary.*

No. 6.

Mr. Cushing to Mr. Fish.

[Telegram.]

MADRID, November 26, 1875.

FISH, Secretary, Washington :

* * * * *

I cannot read your dispatch to the minister; he does not understand English. To state its substance to him orally would be doing extreme injustice to the dispatch. * * * * * Why not give a copy to the Spanish minister ?

* * * * *

CUSHING.

No. 7.

Mr. Fish to Mr. Cushing.

[Telegram.]

WASHINGTON, November 27, 1875.

CUSHING, Minister, Madrid :

Schenck was instructed to delay presentation of two sixty-six, in consequence of your telegram of sixteenth.

The President's message will discountenance recognition of either belligerency or independence; will refer to the injuries to the United States and its citizens from the long-continued struggle and the absence of prospect of termination; will intimate intervention as an ultimate necessity unless satisfactory results be soon reached; * * * will refer to pending proposals not yet received here, with hope that they may afford the relief required and lead to a satisfactory settlement and removal of causes of grief; will intimate that a communication will soon be made to Congress as to the result of the proposals now on their way, and that, if it do not satisfactorily adjust all important questions, he will before long make a recommendation to Congress of the course to be pursued. * * * * *

The instruction two sixty-six is not intended as minatory in any sense but in the spirit of friendship, as a notice of a necessity which may be forced upon the President, but which he hopes to avoid, and desires Spain to aid him in escaping. We are sincerely desirous to preserve peace and to establish all relations with Spain on the most amicable and liberal basis, but we must be relieved and be secure as to the future, and you may give positive assurances to this effect.

You may give copy of two sixty-six to minister. * * *

You will make the communication and present copy instruction without waiting for presentation in London.

Schenck will to-day be instructed to read paper as soon as he can.

FISH, Secretary.

No. 8.

Mr Fish to Mr. Schenck.

[Telegram.]

WASHINGTON, November 27, 1875.

SCHENCK, *Minister, London* :

Read inclosure to eight hundred five as soon as opportunity will admit. You will explain that intervention is not contemplated as an immediate resort, but as a contingent necessity in case the contest be prosecuted, and satisfactory adjustment of existing griefs be not reached, and that we sincerely desire to avoid any rupture, and are anxious to maintain peace and establish our relations with Spain on a permanent basis of friendship. I now state further, for your own information, and for your guidance in your interview with minister, that message will discountenance recognition of belligerency or independence; will allude to intervention as a possible necessity, but will not advise its present adoption. Cushing is instructed to communicate to minister without waiting result of your interview, but you will communicate with him in cipher after your interview.

* * * * *

FISH, *Secretary.*

No. 9.

Mr. Cushing to Mr. Fish.

[Telegram.]

MADRID, November 30, 1875.

FISH, *Secretary, Washington* :

Dispatch of fifth just delivered to minister of state, with verbal explanations, as near as foreign idiom would permit.

* * * * *

CUSHING.

No. 10.

Mr. Cushing to Mr. Fish.

[Telegram.]

MADRID, December 4, 1875.

FISH, *Secretary, Washington* :

Brief important interview with minister of state. * * * He has carefully read your two sixty-six; admits our grievances; is opposed in principle to sequestration of property of foreigners; condemns the delays of redress; will take up and promptly settle each case; will remove all cause of complaint as to treaty; reprobates conduct of local authorities in Cuba as more injurious to Spain than to the United States.

CUSHING.

No. 11.

Mr. Fish to Mr. Schenck.

[Telegram.]

WASHINGTON, *December 6, 1875.*SCHENCK, *Minister, London:*

Communication from Spanish government, referred to in your telegram of second, received to-day. It is friendly in tone and is hoped will afford basis of adjustment of our particular grievances.

It suggests no alteration in message upon general questions of the condition of Cuba and continuance of struggle.

As indicated in my telegram of twenty-seventh, message will discountenance recognition of belligerence or independence; will intimate that mediation or intervention by other powers will be an ultimate necessity unless adjustment soon reached; will express our readiness to mediate; will be friendly and conciliatory in tone.

FISH, *Secretary.*

No. 12.

Mr. Fish to Mr. Cushing.

[Telegram.]

WASHINGTON, *December 6, 1875.*CUSHING, *Minister, Madrid:*

Your six-fifty-eight received this day, on which Congress meets. Note is being carefully considered; its tone is recognized as friendly, and such is that of message, which is ready for transmission; the note of fifteenth suggests no occasion for any alteration; it will be as indicated in my telegram of twenty-seventh November. * * *

FISH, *Secretary.*

No. 13.

Mr. Fish to Mr. Washburne.

[Telegram.]

WASHINGTON, *December 6, 1875.*WASHBURN, *Minister, Paris:*

Proceed as instructed in number 756; message will discountenance recognition of belligerence or independence; will refer to continuance of struggle, and intimate that mediation or intervention by other powers will be an ultimate necessity unless adjustment reached; will express willingness to mediate; will be friendly and conciliatory in tone.

FISH, *Secretary.*

No. 14.

Mr. Fish to Mr. Davis.

[Telegram.]

WASHINGTON, *December 6, 1875.*DAVIS, *Minister, Berlin :*

[Same as No. 13.]

NOTE.—Telegraphic instructions were likewise addressed to representatives of United States at St. Petersburg, Vienna, and Rome, in like manner to read number 266, pursuant to instructions given in circular dispatch. See ante, p. 13.

No. 15.

Mr. Cushing to Mr. Fish.

No. 716.]

LEGATION OF THE UNITED STATES,
Madrid, December 13, 1875. (Received January 7, 1876.)

SIR :

Most of the newspapers of different shades of party-opinion seem to be relieved rather than offended by the tenor of the message, as will appear by the annexed extracts from the *Epoca*, the *Tiempo*, the *Cronista*, and the *Politica*, ministerial papers, and the *Imparcial*, opposition.

Incidental expressions in more recent articles of the *Epoca* of the 11th and 12th are deserving of note.

That of the 11th commences a long article on the war in the North and the question of the Cortes, as follows :

Now that all the uncertainties have disappeared, and all the inquietudes felt by some in reference to Cuba have been calmed, thanks to the prudent although significant (*intencionado*, having particular intentions) message of General Grant, two other principal questions, both of immediate interest for our country, occupy preferably the public attention, the question of the war and the electoral question.

On the 12th, in reviewing the military prospects in Cuba and the North, it says :

Our relations with other powers, the Vatican included, are very cordial, and even with the American Union we have no misunderstanding whatever.

I have, &c.,

C. CUSHING.

Hon. HAMILON FISH,
Secretary of State.

No. 16.

Mr. Cushing to Mr. Fish.

No. 730.]

LEGATION OF THE UNITED STATES,
Madrid, December 22, 1875. (Received Jan. 17, 1876.)

SIR: You will doubtless have noticed in the *London Times* of the 9th instant an editorial article of some interest respecting the relations between the United States and Spain.

Portions of this article have been translated and published in several of the newspapers of Madrid, with more or less pertinent observations.

I annex translation of the observations of the *Cronista* of Madrid, (a journal in close affinity with the government,) calling your attention especially to the concluding paragraph, in which is accepted without protest the remarkable phrase of the "Times" concerning the rule of Spain over Cuba, to the effect that "the limits of her power are the limits of her right."

I have the honor, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

APPENDIX A.—No. 730.

Editorial article from El Cronista, Madrid, December 20, 1875.

[Translation.]

THE QUESTION OF THE UNITED STATES.

The Times, (of the 9th instant,) referring to the message of General Grant, and after devoting some little space to the religious question, which is commencing to arise in the United States, and threatens to perturb their interior peace, if not with armed struggles, at least with those moral combats which cause so much injury to civil societies, passes on to analyze very especially the portion of that message which treats of the Cuban question.

The English journal qualifies it as the most important part of the message, and calls observance to the confession of the President that the rebels do not constitute a civil organization which could be recognized as an independent government capable of fulfilling international obligations and worthy of being treated as a power; from which Grant himself draws the inference that to recognize the insurgents as a government would be an act inconsistent with the reality.

And the Times adds:

"Any other conclusion would have come strangely indeed from the Chief Magistrate of a nation which was angry with this country for recognizing the belligerency of the Southern States, although they had a regular government, a fixed capital, agents abroad, a formidable navy, and an elaborately organized army. The Cuban insurgents are as yet little better than splinters of revolt."

The President concludes, and the Times applauds him for it, by saying that it would be imprudent, premature, and indefensible as a measure of right to treat the rebels as belligerents.

But at the same time that the English journal notes these satisfactory statements, it observes that in the next line the President lays it down as his opinion, that the indefinite continuance of the war being prejudicial to the subjects of the republic, it will be necessary for the Spanish government to do everything possible to conclude it, under penalty of that republic being obliged to adopt such measures as may be deemed necessary.

And the journal adds:

"It is exceedingly difficult for English observers to do justice to the claims on which President Grant's threats are founded. We are apt to think that they are merely a veil for a determination to seize one of the richest islands in the world. America has long had her eye on Cuba, and it may not uncharitably be thought that she is unwilling to let slip this chance of seizing the prize. But it would be well for us to suspend our judgment till we see a specific statement of the injury which the Cuban rebellion has inflicted upon the United States. It certainly injures trade, and does great harm to many of the President's countrymen. The mischief thus done may be insufficient to warrant more than a remonstrance, or it may call for a less gentle style of treatment."

The periodical then goes on to make reflections upon the possibility of Spain's overcoming the insurrection, and terminates with these notable words:

"Were Cuba as near to Cornwall as it is to Florida we should certainly look more sharply to matters of fact than to the niceties of international law. But everything, we repeat, depends on those matters of fact. If Spain can suppress the insurrection and prevent Cuba from becoming a permanent source of mischief to neighboring countries, she has the fullest right to keep it. But she is on her trial, and that trial cannot be

long. When she is made to clearly understand that the tenure of her rule over Cuba depends on her ability to make that rule a reality, she will not be slow to show what she can do, and the limits of her power will be the limits of her right."

Thus ends the article, which, from more than one point of view, deserves to attract the attention of our government and serve as a stimulus and a spur to it, in order to accelerate on the one hand the final campaign against the Carlists, and on the other the preparations for another and likewise decisive campaign in Cuba.

It is indispensable—it is demanded by our interest and our honor, pledged before the civilized world—it is indispensable to make a supreme effort and triumph, and triumph speedily, over both insurrections. Neither of the two has succeeded in placing itself in conditions to be recognized as a belligerent; both of them are daughters of the disconcertedness in which we have lived, of the debility which the principle of authority contracted among us in a lamentable period of political insanity; both of them are decaying in proportion as authority regains its place and the nation restores itself.

One effort more and we will end it; and let us at every moment think that, in this matter as in many others, it is a melancholy truth that "the limits of our power must be the limits of our right."

No. 17.

Mr. Cushing to Mr. Fish.

No. 736.]

LEGATION OF THE UNITED STATES,

Madrid, December 29, 1875. (Received January 17, 1876.)

SIR: I transmitted extracts from the principal journals of Madrid on the subject of the message of the President, containing appreciations thereof put forth on the imperfect knowledge disseminated by the electric telegraph, and with more or less confusion of thought produced by anticipatory and erroneous statements in the newspapers of Europe and America.

While the public mind here was somewhat moved in this respect, as briefly noted in my No. 716, of the 13th instant, it is not true that any commotion existed such as might be inferred from the sensational items which meet my eye in some of the newspapers of New York.

Whatever emotion did exist has been quite tranquilized by the arrival and publication here of the text of the message. * * *

I am, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

APPENDIX B.—No. 736.

Extract from editorial article from La Epoca, Madrid, December 28, 1875.

[Translation.]

* * * * *

In so far as relates to the Cuban question, we will add a few considerations to those we summarily emitted when the telegraph transmitted to us an abstract of General Grant's message. We note, in the first place, that the most extensive portion of that document is that referring to Spain, and that, deviating somewhat from the custom followed in such cases by the chiefs of other powers, the President not only gives account of the negotiations pursued with our country, and of the present state of the Cuban question, but discusses this question at considerable length, as a responsible minister would do before a house of deputies. That the words of the message relative to Spain may be deemed on the whole to be satisfactory for our government, especially when they are compared with the alarming announcements of the filibusters, is a truth, from every point of view, unquestionable.

* * * * *

II.—CORRESPONDENCE RELATING TO THE CONDITION OF AFFAIRS IN CUBA, AND MATTERS RELATING THERETO.

No. 18.

Mr. Hall to Mr. Cadwalader.

No. 241.]

UNITED STATES CONSULATE-GENERAL,
Havana, July 7, 1875. (Received July 15.)

SIR: Another of those bloody affairs reported so frequently during the first years of the insurrection, occurred a few days ago in the western department of this island. There are several versions, and during the excitement caused by the reports first received it would seem that undue importance was given to it.

The Diario of the 29th ultimo states that an insurgent expedition has for some time past been expected to land in the western department; that some one hundred men had landed there a few days previous, and that the party from Havana, referred to in the accompanying slips taken from the Diario of that date, were on their way to join the former; the object being to get up an insurrectionary movement, as well as of diverting the attention of the government in that direction. The fact is, however, that no such expedition has landed, and, doubtless, none has ever been contemplated. Whatever may be the inclination of the inhabitants, the insurgent leaders are probably well aware that a movement in that department would be impracticable, if for no other reason than of its proximity to Havana, the Spanish military and naval center, where the government has its principal resources.

It is now asserted that the affair referred to was gotten up by some forty to fifty young men of Havana, apparently without concert with any one outside the city; that on St. John's day (24th ultimo) these young men were to leave the city; but at the time of putting their plan into practice the number was found to be reduced to eighteen, and when they arrived at Marianao, some six miles from Havana, four others turned back, leaving fourteen only to carry out the quixotic undertaking.

The authorities, evidently, were advised of this movement; as, when the fourteen young men reached the place they had agreed upon, near Guanajay, they were soon surrounded by more than a thousand volunteers; three were killed, five captured and at once subjected to the usual "*procès verbal*," and shot on the spot. Six escaped to the hills, but will doubtless be captured and suffer the fate of their five companions.

It is said that the ages of these young men are from fifteen to twenty-two years; all appear to be respectably connected; some with prominent families of Havana, and some were, or had been, students of the university, which cherishes the tradition of the eight medical students massacred on the 27th November, 1871.

Although as an insurrectionary movement the affair proved a complete failure, still it is said to have had the effect of reminding many well-disposed Spaniards * * * * * that the reconciliation which Spaniards have been looking and hoping for so long is becoming every day less likely to be realized.

I am, &c.,

HENRY C. HALL.

Hon. JOHN L. CADWALADER,
Assistant Secretary of State.

[Inclosure 1 in No. 241.—Translation.]

HAVANA, July 7, 1875.

INTERESTING DETAILS.

We suspend the printing of our supplement in order to make public the following details:

Our authority having received information that a suspicious vessel was in the waters of Mariel, advised the commandant-general of marine, and the latter ordered the prompt departure of the schooner Favorita to visit the western ports and coast as far as the Colorado reefs, and instructing the commander to put himself in communication with the military governor of Guanajay. After taking these measures, the telegraph, on the 26th, transmitted the news that fourteen men had landed at Baracoa, (estate,) district of Hoyo Colorado, jurisdiction of Santiago de las Vegas, and had entered the jurisdiction of Guanajay.

His excellency, with that activity and zeal which so greatly distinguish him, gave rapid and terminant orders to the governor of the invaded jurisdiction, as well as to the corps of municipal guards of this capital, which went in pursuit of the insurgents, to co-operate in their prompt extermination.

These combinations could have had no better result. As soon as they were seen in the estate San Nicolas, the guards and volunteers attacked them, killing three and capturing arms, munition, and other effects. In the pursuit, the lieutenant of the guard, Soza y Perez, captured five prisoners, who, being subjected to a procès verbal of war, were shot. The guards lost three men in the defense made by the rebels.

The rest of the party, or rather the six remaining, at last accounts were running toward the hills of Cuzco, where, doubtless, they expect to be safe; but, as the mountains are watched, they will soon fall into the power of the authorities.

The killed are: Virgilio Silva, the chief, Francisco Portocarrera, Antonio Urbano Pedross, Alfredo Alvarez, Antonio Aguirre, Agustin Morales, Julio Brochman, and Manuel Vilardero.

* * * * *

The worthy General Carbo merits the congratulations of all the loyal sons of Spain, as do also the lieutenant-governor of Guanajay and the guards and volunteers, who, with such bravery and activity, have executed his orders.

No. 19.

Mr. Cushing to Mr. Fish.

No. 455.]

LEGATION OF THE UNITED STATES,
Madrid, July 23, 1875. (Received August 11.)

SIR: I find in the London Times of the 19th a telegraph of the alleged official contradiction of the report, said to be current in New York, of intended co-operation on the part of the United States, Great Britain, and Germany to produce the pacification of Cuba. The same report had previously come here from Paris, and had been the subject of much conversation in diplomatic and political circles.

By some, the statement was attributed to Cuban *laborantes* in Paris.

* * * * *

Although members of the Spanish government repel the idea of asking for any aid in their troubles, yet persons are not wanting who contend that, if the present campaign fails of decisive results in favor of D. Alphonso, he will approach more nearly to Germany in reference to the affairs of the Peninsula, especially if any dissatisfaction should arise on the side of France.

Many of the newspapers of Madrid contain articles on the subject of the reported purpose of the United States, Great Britain, and Germany to interpose, concertedly, in the matter of Cuba; but none of them speak on the supposition of any such separate purpose on the part of the United States.

I annex copy and translation of an article of *La Politica*, which dis-

cusses the subject more fully than the other journals of Madrid, by which you will see that intelligent Spaniards regard the subject in the light presented in my dispatches, to the effect that the possibility of efficient and speedy action by the Spanish government in Cuba depends on the military and political events in the Peninsula.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure 1 in No. 455.—Translation.]

EDITORIAL ARTICLE ON CUBA AND POSSIBLE INTERVENTION.

[From *La Politica*, Madrid, July 22, 1875.]

CUBA.

The *Epoca* says: "A dispatch from Washington contradicts the rumor, which had circulated, of joint action by England and the United States to effect the abandonment of the Antilles by Spain. 'America,' says the dispatch, 'has not renewed the offer of mediation made in 1869. She awaits the course of events without doing anything to hasten it.'

"Let her, then, wait in calmness, for Spain will shed her last drop of blood and spend her last hard dollar in defense of the provinces beyond seas. But we overlooked the plots of the filibusters, and that it is not permitted to attribute any importance to their inventions. Another of our colleagues, speaking of this matter, repeats the saying of the Marques de Pidal, who said that, rather than see the Antilles cease to be Spanish soil, he would prefer to have them swallowed up in the ocean. All this is very good, and, as an expression of patriotic sentiment, very laudable. Spain will ever set her honor before all other considerations; but it is indispensable to make the needful efforts to preserve all her interests, preserving at the same time, and augmenting, if it be possible, that of honor.

"We should not be content with more or less patriotic expressions, but should proceed to take the steps demanded by the state of Cuba, and to give attention to the material pacification of the island as the first and most peremptory necessity of the moment.

It is vain for us to talk of not giving up the Antilles in any manner and in any case if we do nothing, or if we do not do enough, to save them, as well from the traitors who are endeavoring to transfer them to foreigners, as from the foreigners who may covet them.

* * * * *

What is lacking to end the war when we have such favorable elements on our side?

We lack that which we were continually asking in vain of the minister of war of the late situation, that which we have continued to beg since the 30th of December, that which we hope the present government will concede, and that which we shall not cease to solicit until we see it accomplished. The need is that, in the coming month of September, there be sent out, in one or two shipments, a sufficient number of organized troops to enter forthwith upon the winter campaign, and, making one great combined effort, to annihilate the enemy at a single blow.

What we have said of the war in the Peninsula that do we likewise say of the war in Cuba. Warfare is unanswerable except by warfare, and to make war we have to send all at one time that which we would otherwise have to send at many times, and without result. How much time was lost last year because our counsel passed unheeded! How often did we call for the dispatch of a numerous expedition, which, in the months from September to May, which are those appropriate for operations in Cuba, might put an end to the bands of the insurgents! We have in Cuba zealous and intelligent authorities, well-disposed inhabitants in the towns, enthusiastic volunteers, sufficient material resources; the Peninsula should furnish soldiers; and with soldiers sent all at once and in large numbers, the war can be terminated within six months.

The material pacification of the island having been once attained, heed must be given to its moral pacification and to the following-out of the policy most adequate to the exigencies of the modern spirit and to the interests of Cuba and of Spain, which are intimately joined together.

* * * * *

In fine, more doing and less saying. By September let there be ready, in one shipment, re-enforcements of fifteen thousand men, and there will be no need or desire of having the sea swallow up the Antilles, or of spending more blood or treasure in preserving them.

No. 20.

Mr. Hall to Mr. Cadwalader.

No. 250.]

UNITED STATES CONSULATE-GENERAL,
Havana, July 27, 1875. (Received August 4.)

SIR: Referring to my dispatch No. 208, of the 2d April ultimo, and series, upon the subject of war and other extraordinary taxes now imposed upon the inhabitants of this island, I respectfully call the Department's attention to the statements set forth by the British and German subjects of Havana, in the memorials addressed to their respective governments, copies of which are transmitted herewith. These memorials have been signed by all such subjects holding respectable positions in this community, and the facts, as represented by them, may be considered in all respects trustworthy.

The most important statements contained in these memorials are, that the British government does not claim that her ancient treaties with Spain are applicable to the Spanish colonies, while the German treaty specially excludes the colonies from its operation.

British subjects complain not only of the object and enormous amount of the taxes, but also of the arbitrary, capricious, and unjust manner in which they are levied.

The Germans assert that the taxes now being imposed on them greatly exceed their earnings, and their only alternative is to abandon their trade and business at a ruinous sacrifice, and to leave the island. In allusion to the general corruption in the offices of the government, they are bold to assert that, if all the indirect taxes—meaning, without doubt, customs duties—went into the coffers of the government, it would be sufficient for all expenditures. They complain, also, that while they are taxed for war burdens here, they are also contributing for the same burdens in Spain, whither a portion of these revenues is being sent.

The subscribers to the British memorial number some twenty, including the largest British mercantile houses of the place; to the German memorial there are upward of a hundred subscribers of equally good standing.

The same parties during the first years of the insurrection were generally strong in their adherence to Spanish government, and some of them contributed voluntarily considerable sums for the arming of volunteers and other special purposes in its aid.

The remedy they suggest is, that Spain may be induced to consent that the treaties shall be made applicable to Cuba. It is not clear, however, how they are to be benefited thereby, as they would always be subject to the local taxation, which the government could as well style a municipal as a war tax.

I have, &c.,

HENRY C. HALL.

Hon. JOHN L. CADWALADER,
Assistant Secretary of State.

[Inclosure No. 1, with Dispatch No. 250, Havana, July 27, 1875.]

To the right honorable the EARL OF DERBY,

Her Majesty's Principal Secretary of State for Foreign Affairs :

MAY IT PLEASE YOUR LORDSHIP: We, the undersigned British subjects, residing and carrying on business in the island of Cuba, having been informed by Her Majesty's consul-general here that Her Majesty's government cannot support our claim to exception from the payment of "extraordinary war-taxes and contributions" under any

of the treaties or conventions existing between Great Britain and Spain, since Her Majesty's government has, on previous occasions, acted on the understanding that the Spanish colonies are not included in the treaties, most respectfully approach your lordship to express the surprise and alarm with which we have become acquainted with the actual nature of our position.

Although in those ancient treaties, the trade of her colonies was jealously reserved by Spain, and it was not until the year 1818 that the ports of the island of Cuba were open to foreigners, yet, the declarations which accompany the treaty of Versailles of 3d September, 1873, and the fourth article of the treaty of the 5th of July, 1814, were regarded by us as a guarantee that we were entitled to the same protection and privileges as our fellow-subjects residing in the Peninsula.

Abandoned, as it were, by our own government, our position, we now find, is that of aliens, devoid of the immunities possessed by our fellow-countrymen in other parts of Spain, although we live in a Spanish province—since Cuba has been declared to be such, and is looked upon by the supreme government as being an integral portion of the monarchy, as Castile or the Asturias.

We are forced to contribute not only to the expenses of the war here, but also, we have many reasons to believe, to those of the struggle raging in the mother-country.

We have to complain not only to the object and enormous amount of the taxes, but also of the arbitrary, capricious, and unjust manner in which they are levied, there being, under the present system, nothing to prevent the government here from gradually absorbing all our property.

The Germans residing in Spain have, we learn, been exempted from such "extraordinary war-taxes," under a treaty which, we regret to find, excludes the Spanish colonies; so that relief, for which a claim might be made under the most-favored nation clause, is denied to us.

Under such deplorable circumstances, we most humbly lay our case before your lordship, in the hope that Her Majesty's government will be pleased to take into consideration the very serious inconveniences and losses to which we are exposed in our present position; and trusting that it will seize an early opportunity of using its good offices with the government of His Majesty the King of Spain, to obtain, by treaty, for all British subjects in the island of Cuba and the Spanish colonies, the full enjoyment of the same privileges and immunities which are accorded by existing treaties, or may be granted hereafter, to the fellow-subjects residing in the Peninsula; and, pending the action which Her Majesty's government may think proper to adopt, we would most respectfully beg your lordship to take such immediate steps as the urgency of our case seems to call for, to procure from His Catholic Majesty the redress we so much stand in need of.

HAVANA, June 5, 1875.

[Inclosure No. 3 with dispatch No. 250, Havana, July 27, 1875.]

[Translation.]

To his highness PRINCE BISMARCK, Berlin :

YOUR HIGHNESS: The undersigned Germans, residing in Cuba, allow themselves to extend, below, the most respectful petition :

That you be graciously pleased to take steps to have the treaty of commerce and navigation concluded with Spain on the 30th of March, 1868, or at least the Article V thereof—

"The citizens of each of the contracting parties shall, in the dominions of the other, be free from all personal service in the army, as well as in the navy and in the national militia, and also from all war-taxes, forced loans, military requisitions, and obligations of whatever kind," &c., declared valid for Cuba.

The enormous war-contributions which, during the last years, have been laid on trade, commerce, and even on the scanty income of the subalterns of each individual business here in progressive form, and which have become truly a threatening question of subsistence, oblige us to call upon the help of the high German government. For, if the taxes, at the high rates at which they are decreed, must be paid, there remains for many of us, as they greatly exceed their earnings, only the alternative to abandon their trade and business, and to leave the island.

By a forced liquidation under the present desolating circumstances, we should entirely lose the fruits of our toil and labor of many years. The pressure alone of such extremely critical situation compels us to occupy the precious time of your highness to the above petition.

When, in the year 1868, the above-mentioned treaty was concluded, Cuba enjoyed the profoundest peace; yes, even the possibility of a disturbance thereof was unconceived by any one. The taxes were moderate, and as under such circumstances only tranquilizing reports could reach the superior government regarding the position of the Ger-

mans in Cuba, it clearly appears why Cuba was little considered in the treaty concluded.

During the first year of the insurrection here, the government contented itself with raising the customs duties 25 per cent. to meet the war-expenses, and with issuing, under this guarantee, notes of the Spanish Bank at Havana. An *intendente* of that period declared, officially, that the total revenue of the island amounted to fifty-two millions of dollars. Afterward, however, seventy millions dollars of paper-money, without any guarantee, having been emitted, and as a natural consequence become little by little greatly depreciated, direct taxes began to be imposed, which later have been increased by each new governor, in different forms and in arbitrary ways, because they could never be completely collected. Before the outbreak of the revolution here, the captain-general was only intrusted with the customary full powers of a governor of the island. Now, as governor-general, he possesses, at all times, such wide-reaching extraordinary powers that, without having to apply previously for authorization to Madrid, he can impose and raise such taxes as he may think proper.

In this manner, also, foreigners are deprived of their diplomatic defense, since their ambassadors at Madrid have neither the opportunity nor the right to make objections or reclamations for the advantage of their countrymen.

When one considers that three-fourths of the island, in which the insurrection rules, have had to be very indulgently treated, and must still be so, and that, consequently, the entire weight of the taxes falls on only a small portion of the island, one cannot avoid the conviction that the governors, in the face of the difficulties which they find in effecting the collection of the taxes, have only attained such exorbitant measures with the object of getting at least as much as may be possible.

Owing to the constant changes in the functionaries here, the majority only attend to the present; the past is hardly thought of, owing to which many Spaniards know how to avail themselves of the usual by-paths of exemption. The foreigners, on the other hand, being known as thoroughly good payers, are always the first to be called upon, because their unprotected position is well known, and that they will pay and be silent.

As the ultramarine provinces of Spain, at that time colonies, were under special legislation, the clauses of the treaty of 1868 have no application therein, and although the administration of each, and particularly here, is notoriously separate, yet Cuba has been since then recognized as a province of Spain. There is no need, therefore, even on this ground, to refuse to us the same standing with our countrymen in the Peninsula, in so much the more because the Biscay provinces, which, like Cuba, are subject to special legislation, form no exception; and the Germans there resident enjoy the full advantages of the treaty of 1868.

According to public and wide-spread rumor, large sums have gone from here to Madrid to combat the Carlist war; so that, while our countrymen in Spain remain exempted from all war-taxes, we have to pay for the war there and here.

To give a description of the administration here might be too prolix, and at all events would certainly be considered exaggerated; but we cannot, however, refrain from stating the conviction that if all that the people here, and we also, pay in *indirect* taxes flowed into the government coffers, it would be sufficient to meet all the expenditure.

In view of the profound sympathy which your highness proves in so wide-reaching a degree for all German interests, we cannot but entertain the hope that our petition also will receive gracious attention, and in this expectation we remain of, your highness, with unlimited respect, the truly, devoted,

HAVANA, July 19, 1875.

No. 21.

Mr. Cushing to Mr. Fish.

No. 514.]

LEGATION OF THE UNITED STATES,

Madrid, September 10, 1875. (Received September 27.)

SIR: I inclose herewith translation of an article in *El Imparcial* of this day, stating and commenting upon the actual and prospective effects of the law of July 4, 1870, for the gradual abolition of slavery in Cuba.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure 1 in No. 514.—Translation.]

[Extract from *El Imparcial* of September 10, 1875.]

THE ABOLITION LAW.

In the files of newspapers brought us by the last mail from Cuba, we have seen a table which the central junta of freedmen of the island recently published, comprehending the individuals who have acquired liberty in virtue of the law of July 4, 1870, for the gradual abolition of slavery.

We give below the figures which the data, furnished by the local juntas of the island, show, many of which reach only to the 31st of December, 1874 :

Born between September 17, 1868, and July 4, 1870.....	10, 458
Born since July 4, 1870	22, 355
For services under the Spanish flag	301
Over 60 years of age	13, 740
Freed with their own money	3, 192
Total	50, 046

On publishing these data the junta remarks that the reports from some towns are still wanting, and that those of others already included comprehend only the movement of emancipation up to the first months of 1874, which permits the inference that the number of slaves who have acquired their liberty through effect of the law of 1870 exceeds the published number. But it is necessary to consider the emancipations effected through the means established by the old laws, since, although in the above table are included those freed by their own money, this is not the case as regards those who owe so estimable a boon to the will of their owners, either in life or by reason of their death.

It is not hazardous, therefore, to suppose that, from the 17th of September, 1869, the date fixed by the law to declare free those thereafter born, up to the 11th of May, when the table was made out, the number of slaves who have attained their freedom exceed 70,000 ; in other words, approximately, a fifth part of the total number existing on the island before the promulgation of the law.

The best-founded calculations induce hope that, in a period of sixteen years, the last remnant of slavery will have disappeared from our dominions without disturbances, without conflicts, without leaving presented for the future as a terrible menace social problems which have ruined flourishing regions, and which even to-day are the cause of lamentable scenes among the great people of the United States, whose governments find themselves frequently attacked by serious pre-occupations, to which the antagonisms and collisions in some old slave States give rise.

Much will be contributed toward freeing us in the future from the conflicts which to-day we behold in other countries, by the far-sighted and patriotic conduct of the proprietors, on whom, in the first instance, it is incumbent to study the modifications in agriculture which humanity, the new civil condition, and private interest must make indispensable. For this purpose, nevertheless, it is necessary to restore to the the great Antilla those conditions of repose and regularity without which it is impossible to realize great progress ; and in vain would Cuba realize such desirable benefits unless the war is ended, and at the same time the vices of our ultramarine administration be corrected with decided zeal. For the first are required soldiers, money, and a skillful guidance of the operations, all sacrifices which neither the governments nor the elements loyal to the national cause in the island of Cuba can evade in the proportion due to each of them ; suffice it for the second, as we indicated some days past, that the present government break through the routine heretofore followed in the ultramarine regimen, sending energetic decrees to raise the moral tone of that administration, and men who, by their probity and aptitude, may worthily respond to the good intentions of the government and the ardent aspirations of those countries.

Never, more than to-day, was it necessary to *moralize* the administration in Cuba, because in the new life which the island is going to begin through the profound modification of the productive elements, the enforcement of law, the equality of rights, and the integrity of the rulers are to be the efficacious safeguard of all interests and the most powerful element of progress.

No. 22.

Mr. Cushing to Mr. Fish.

No. 581.]

LEGATION OF THE UNITED STATES,
Madrid, October 6, 1875. (Received October 29.)

SIR: The journals of Madrid reproduce a telegraphic paragraph from New York to the effect that wealthy Cuban merchants, weary of the

war which is so prejudicial to Cuba, entered into negotiations with the Cuban junta at New York, but without success, in order to put an end to the war; and those journals deny the truth of the statement.

The *Epoca*, which I refer to as one of the most serious and self-respecting of the journals of Madrid, publishes a long editorial of lamentation concerning the condition of things in Cuba, administrative as well as military, and exhorts the government to make one supreme effort, which, it says, *may well be regarded as the last possible*, for the pacification and moralization of Cuba. In another article of the same number, the *Epoca* says that some persons may wonder, on reading the optimistic narration of things in Cuba presented by the *Eco de Cuba*, in Havana, at the half desponding tone of its exhortation to the government to make one last effort in behalf of Cuba; but that, under the surface of the encouraging language of the *Eco de Cuba*, may be discerned the same sentiments of "profound disquietude" concerning the progress of the insurrection which are expressed by the *Epoca*.

The same journal further says, that at the same time subdued reports reach Madrid of the extreme distrust which prevails in Cuba in respect to the "immorality of the local administration," which gives cause for constant complaints, notwithstanding the severe vigilance of the Conde de Valmaseda. Another periodical of Havana calls for the re-employment of Valmaseda, on account of the state of his health. Rumors also come from Cuba of the difficulty, if not impossibility, of duly providing means for the subsistence, pay, equipment, and local movement of the great body of troops arriving and to arrive from Spain; for not less than *one million* of dollars still remains due to the contractors for the transportation of these re-enforcements to Cuba.

The government has taken the decisive step of appointing D. Tomas Rodriguez Rubi, with a salary of \$30,000, with extraordinary and discretionary power, to proceed at once and endeavor to correct the abuses in administration in Cuba, which, by unanimous consent, are conceded to be as great an evil as the insurrection itself.

* * * * *

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

No. 23.

Mr. Cushing to Mr. Fish.

No. 588.]

LEGATION OF THE UNITED STATES,
Madrid, October 7, 1875. (Received November 1.)

SIR: Something very serious, it does not yet distinctly appear what, is going on as to Cuba.

I sent to you yesterday notes and extracts from newspapers as to this point; and the public agitation continues unabated.

Yesterday the ministers had long consultations on the subject; and the fact of their having pursued the consultation with Mr. Canovas del Castillo at his house, is matter of general observation.

The journals of all shades of opinion speak of the official corruption and peculations of the public employés in Cuba as a feature of the situation not less calamitous than the insurrection.

A long article in *El Imparcial* of yesterday is even more emphatic in this sense than that of *La Epoca* of the day before.

Reference is made from time to time to the doubt whether the means of subsistence and movement can be furnished to the new re-enforcements in the present bankrupt state of the colonial treasury; while the burden of taxation has become intolerable, aggravated as it is by the frauds and wastes committed by almost everybody connected with the collection or expenditure of public moneys.

While some newspapers, as for instance the *Epoca* and the *Politica*, deny that "wealthy Cuban merchants," loyal Cubans, that is, have approached the Cuban junta in the view of accommodation, as alleged in telegrams from New York, others, with equal opportunities of information, do in effect admit the truth of the statement.

Thus *La Integridad de la Patria* says :

The Cuban *laborantes* exert themselves to introduce every day new elements of perturbation in the country which they are endeavoring to tear away from Spain, and at present they are toiling incessantly to the end that the peninsulars, (in Cuba,) *disgusted because the government does not send honest employés to the island; because it does not regularise the administration; because it does not resolve the economic question; because it does not attend, as it should, to all necessities;* to the end, we repeat, that the peninsulars should favor the insensate project of the autonomy of the great Antilla, which would be the last step antecedent to the dreamed-of independence of that province of Spain.

Ridiculous as such an idea might be, *true it is that the idea is now defended by certain individuals whose pretended patriotism has inflicted on Spain greater evils than the insurgents in the Manigua.*

* * * * *

Notes and extracts, heretofore sent to you, exalted the efforts and sacrifices of the representatives of the Casino Español in the supply of funds for the transportation of the troops. It has even been said that they have presented six millions of *dollars* for that purpose; which was, of course, intended for *reals*. But whatever they presented, it was so little as to involve a deficit of one million dollars in the transportation-account, and to leave the troops destitute of resources on their arrival in Havana.

As to whether the advocates of an accommodation are wanting in true patriotism, as *La Integridad* charges, I know Spaniards in Madrid, loyalists, royalists, Spanish to the core, who urge the pacification of Cuba on the footing of autonomic local government, as the least injurious of all the existing contingencies to Spain herself.

It would be strange if there were not such men. The frightful waste of human life in Cuba without useful results, the gradual devastation and depopulation of so large a part of the island—more than two-thirds in surface although not in wealth and population—the augmenting expenditure of the war, the national shame of such protracted but ineffectual attempts on the part of Spain to conquer a handful of insurgents, the never-ending revolutions in Spain—all these are incidents which profoundly affect not a few of the best men in Spain.

As to the abuses of administration of which so much is being said here at the present time, they are old, chronic, deep-rooted, and impossible of eradication under the colonial *régime*. Cuba has not been colonized as were Massachusetts, New York, Pennsylvania, Maryland, Virginia; that is, by the very elect of the mother-countries, mostly animated to emigration by religious conviction.

* * * * *

The evil of bad financial administration in Cuba, great always, is greater now because of the revolutions through which Spain has been passing; for it would seem that each of the ephemeral parties, on attain-

ing power, with a crowd of eager partisans behind it like troops of howling wolves, shakes off as many as it can upon Cuba.

Many of the adventurers from Spain return home so soon as they shall have picked up a little fortune; but many also remain, and some of them to accumulate great fortunes by shop-keeping, commerce, banking, &c.

I have the honor, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

No. 24.

Mr. Cushing to Mr. Fish.

[Confidential.]

No. 599.]

LEGATION OF THE UNITED STATES,
Madrid, October 16, 1875. (Received November 1.)

SIR: I annex translations of two articles, one from the *Politica* and one from the *Epoca*, in further illustration of the antecedent and actual state of the question of Cuba.

That of the *Epoca* relates wholly to the crisis, military and financial, through which the local government of Cuba is now passing, or laboring to pass.

That of the *Politica* covers a larger field. It shows how it is that insurrection commenced, that it was not suppressed, and that it now continues with unabated vivacity. You will perceive that the writer holds the Spanish government itself responsible throughout for whatever there has been or is calamitous to Spain in the actual condition of Cuba.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

APPENDIX A, No. 599.

[From *La Politica*, Madrid, October 9, 1875.]

[Translation.]

CUBA.

In the present month of October the ill-fated insurrection of Cuba enters upon its eighth anniversary. Seven years have passed since, on the banks of the Yara, the hordes, captained by the lawyer Cespedes in the eastern department of the island, raised their sanguinary banner against the mother-country, and at the same time those led by the then Marquis of Santa Lucia, in the central department.

It was in the year 1868, and the great Antilla found itself ungarrisoned, and ill-prepared for an occurrence of such gravity. The few, very few, forces of the army were disseminated over all its territory. The Cuban insurrection coincided with the revolution of September. The hour was critical; at the same time General Lersundi, a decided adversary of the movement of Cadiz, was receiving *besamanos* in the palace of Havana in representation of Doña Isabel II. when that august lady was already on French soil, the revolutionary manifestos of the Peninsula were raining down upon Cuba, producing natural political agitation and exciting the public mind to a high degree.

Many of those who, until then, had only aspired to political reforms, thus found their wishes made unavailing; and thus it was that when the Marquis de Castellflorite, (General Dulce,) at that time much shaken in health, disembarked at Havana, he was surprised at the lukewarm reception he met with.

The spirit of insurrection increased in the central and eastern departments, and the field of appalling warfare began to be lit by the incendiary brand, which reduced to ashes cities like Bayamo. Thereupon a general, very familiar with the politics of Cuba, the Marquis de la Habana, gave the true cry of alarm from his residence in Bordeaux, writing to the *Epoca*, "this is a war of independence."

The circumstances through which Spain was passing were full of difficulty, and the moment critical for dominating an insurrection which had no moral force whatever, since the general sentiment of the island was in favor of Spain. If, in the first months of 1869, all the re-enforcements necessary in order to dominate the insurrection and pluck it up by the roots had been sent to Cuba, the year would not have terminated without the complete pacification of the Cuban territory. The re-enforcements were few in number and slowly sent, and in the same tardy and prejudicial way they have continued to go thither during the seven years of the war, until now that it is owing to the vigorous initiative of the first government of D. Alphonso XII, and to the decision of its president, Mr. Canovas del Castillo, that 16,000 men are now crossing the ocean together, in spite of the burden of the civil war which we are keeping up in Spain.

* * * * *

But to obtain all this, and in order that the efforts of the mother country be not barren, it is of great importance to crown the work the government has lately undertaken of moralizing the public administration, without which but little could be accomplished by all the forces of Spain joined together.

The insurrection has not forces to countervail those of Spain, it is true, but it would have powerful aid in our apathy and a great auxiliary in the immorality of the public administration of the island, which it is indispensable to purify. Thereto tends the noble and unanimous attitude in these days of the Spanish press, an attitude in which it should persevere day by day until the beneficial results of so patriotic a crusade are felt.

Let all manner of sacrifices be undertaken which may have as their result the termination of the insurrection, a meritorious work to which will largely contribute the loyal volunteers of Cuba by doing garrison-duty at the points most threatened by the insurrection, to the end that the troops may be exclusively employed in field-service, and pursue the enemy to his most hidden haunts. Let us, therefore, make the last effort, and the result will not be doubtful. The approaching winter campaign will put an end to the insurrection.

The *Politica* was the first journal to give the alarm, in 1869, to the cry of "Cuba is being lost!" God grant that it may soon be the first to cry, "Cuba has been saved to Spain!"

APPENDIX B, No. 599.

[From *La Epoca*, Madrid, October 9, 1875.]

[Translation.]

La Patria, which defends with ardor the permanency of the Conde de Valmaseda in Cuba, says that on the 15th of September he was awaiting with especial desire the arrival of the promised re-enforcements, the petition for which he had reiterated, full of enthusiasm, after the brilliant triumphs he obtained at Palma Sola and San Joaquin; that he awaited them impatiently in order to return to the seat of war, the termination of which he regards as certain if they go forward as opportunely as, and in the numbers, he has asked; that is, not that they may cover the natural losses alone, as has been the case until now, but rather to augment the army in campaign; that he was proud of the patriotism of the loyal inhabitants there, who, in proof of the sympathies and affection they professed toward him, had placed at his disposal, in the brief term of three days, the twelve millions of reales (\$600,000) which the government had considered necessary for the expenses of recruiting and transportation; and, finally, that he complained that the administrative employés did not aid, in financial matters, his efforts and determination to restore to Cuba its lost tranquillity.

Thus says *La Patria*, and we reproduce it for the benefit of those who are surprised at our reflections when calling the attention of the government, in order that the action of the higher authorities in Cuba, who so much need the fullest prestige, may not be rendered barren through the pitiable results of an administration which, in civil and military matters, offers a vast field to censure.

In regard to the sustenance of the soldiers, such abuses are narrated that it has been found necessary to invest Mr. Rubi with powers which cover the administration in all its different branches.

No. 25.

Mr. Cushing to Mr. Fish.

[Confidential.]

No. 631.]

LEGATION OF THE UNITED STATES,
Madrid, October 28, 1875. (Received November 18.)

SIR :

The economical abuses in the administration of Cuba continue to pre-occupy public attention; and the universal opinion is that they are as difficult to cure as the insurrection itself, so that the Spaniards and creoles alike seem to rival one another in efforts for the ruin of Cuba.

The government, people say, has to sustain two campaigns in Cuba: one against filibusterism, and the other against corruption.

So merely mercenary, and so regardless of duty and the public weal, are many of the public officers who go out to the island, as to cause the saying to become current, that, on embarking, they leave all sense of shame behind them in Cadiz.

Great expectations, therefore, greater than can possibly be realized, are founded on the result of Señor Rubi's mission, the new troops, and the energy of the Conde de Valmaseda.

The latest apparently authentic statement as to the military situation and prospects of Cuba is found in a letter from Havana, evidently written by an army officer, published in a journal denominated *El Correo Militar*, of the 27th instant, of which a translation is hereto annexed.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

APPENDIX A, No. 631.

[Extracts from a Havana letter published in *El Correo Militar*.][From *La Politica*, Madrid, October 27, 1875.]

[Translation.]

It is an undeniable truth that the rude blows given to the insurgent forces of Las Villas immediately upon his excellency, the captain-general, Conde de Valmaseda, taking the command and direction of the troops, have deprived those bands of evil-doers of that phantasm of force and effectiveness with which it was formerly commonly supposed those led by the oft-repeated traitor, Maximo Gomez, to be endowed; but if this is a truth, as it is also that the qualities joined in the general-in-chief of this army may exert influence, and, in fact, do exert it, upon the progressive advance of the pacification of the island, it is no less certain that the plan adopted by the insurgents, who to-day keep up the struggle in all the island, and especially in Las Villas, must render it very difficult to attain pacification without large resources and forces superior to those which the government, at present, proposes to send, although, be it said in passing, the latter is doing all it can in the circumstances through which the Peninsula is passing, but that it is indispensable that it be not accomplished in the same way as the last re-enforcement, because, if, as is to be feared, with the ten or twelve thousand men which it seems are shortly to arrive, peace be not restored, then will be repeated the ill-effect of other former announcements with respect to the ending of the war, which, not being realized, have only served to make our enemies believe that it was the last effort of Spain, and to lead the whole world to think that our strength is impotent to annihilate an enemy formidable through his very weakness rather than because of his tenacity and astuteness.

To secure, therefore, the wealth which still remains in Las Villas, and to follow at the same time the enemy to where he desires to be followed; to conduct, in short, an efficacious and decisive campaign which may end with the complete pacification of the island, there are needed, besides the ten thousand men which should be destined to fill up the existing battalions, so that no company shall have less than one hundred men present and fit for service, there are needed, I say, several organized battalions, (the more the better,) which should come all together, so as to give the desired result. But, as it is not possible to do this at present, it would be well to prepare for it when the war against the Carlists permits of it.

No. 26.

Mr. Cushing to Mr. Fish.

No. 653.]

LEGATION OF THE UNITED STATES,
Madrid, November 12, 1875. (Received Dec. 3.)

SIR: I have recently sent to you extracts from semi-official documents and from the principal journals, containing the most deplorable accounts of the corruptions and embezzlements of the administrations of Cuba. All testimony here is unanimous on that point.

I annex translation of the latest article on the subject contained in the *Iberia*, conceiving that at this time you may welcome the fullest information respecting Cuba. * * * *

Very respectfully, &c., &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

APPENDIX A, No. 653.

Extract from article in La Iberia of November 10, 1875.

[Translation.]

Every day brings more and more lamentable information concerning the state of administration in Cuba.

From persons entitled to entire credit, and who speak of what they see and know, we hear of the most extraordinary things; and if prompt, very prompt, remedy be not applied, there will be complete end of all honest commerce.

Innumerable abuses, and acts which deserve a harsher name, must be corrected and chastised by Mr. Rubi.

Such are the proportions of the evil we lament, that, according to the judgment of persons well informed and worthy of all trust, the questions of the civil war sink into secondary importance compared before the gravity of the administrative questions.

No. 27.

Mr. Cushing to Mr. Fish.

No. 656.]

LEGATION OF THE UNITED STATES,
Madrid, November 15, 1875. (Received Dec. 6.)

SIR: I have called your attention in previous dispatches to the two great evils, of equal magnitude, which, by the unanimous voice of the Spaniards, impede the pacification of Cuba, namely, the insurrection, and the corruption of administration.

Discovery is now made here of another evil in Cuba, as great, it is said, as the other two, namely, clandestine understanding of the insurgents with sympathizers residing in all the cities, and also in the towns of less importance, as well as in the plantations, by means of which the insurgents obtain and communicate information as to the movements of troops, and even obtain supplies of provisions and munitions of war. This general fact is beginning to occupy much attention at Madrid.

I have the honor to be, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

H. Ex. 90—3

No. 28.

Mr. Williams to Mr. Cadwalader.

No. 291.]

UNITED STATES CONSULATE-GENERAL,

Havana, November 20, 1875. (Received November 27, 1875.)

SIR: I beg to transmit, for the information of the Department, the translation of a decree issued by the captain-general of this island, Count de Valmaseda, dated the 11th instant, in conformity with the measures proposed to him by the treasury, and the board of extraordinary imposts, and necessitated jointly by the present exhausted condition of the public treasury, the general unhingement of the public administration, and by the increased financial obligations which this government will be called upon to confront during the coming campaign, soon to be commenced against the insurrection.

The present deficit in the treasury, which is independent of the public debt already contracted, and which is upward of \$80,000,000, amounts, as I learned about a month ago, * * * * to at least forty to fifty millions of dollars; it being caused principally by arrears of four to five months' pay to the army, naval and civil departments, as well as to that of justice, police, and all the minor branches of government, and interest on bonds, and other debts.

The collections of revenue are now, and have been for some time past, exceedingly scant, this being what is called here the "dead season;" the sugar and molasses crops, that form the principal basis as well as moving power to the export and import business, as also of revenue of this island, have nearly all been shipped off, and the renewal of business activity cannot be expected until the next crop comes into market, and this will not take place sufficiently to impart new life to trade before the 1st of January, next. Meantime the financial requirements of the government will cause the present deficit to swell some eight to ten millions more.

Under these circumstances, and with the view of lapping over this gap, and to enable the many planters and others, who from the profitlessness of last year's business have been unable to pay the extraordinary war-taxes assessed upon them, this decree is issued, allowing them to give promissory notes for the amounts of their indebtedness, on three to four months' time, and to pay them out of next year's crop and business; and meantime all legal proceedings that may have been commenced in the premises for non-payment are ordered to be suspended.

The past year has been disappointingly an unfavorable one to the material interests and present status of things in Cuba, and due to various concurrent causes. In the first place, it was estimated that the exports for the present year would have amounted to from one hundred and ten to one hundred and twenty millions of dollars, whereas they have not reached seventy-seven millions of dollars.

* * * * *

From the joint causes operating day by day, with increased activity, the probability is that next year's business must turn out even worse than that of the past, and it therefore remains to be seen if the remedial measures proposed by the decree, subject of this dispatch, will be less empiric or more curative of the ills now afflicting the body-politic of this island than the many measures that have, to the same end, hitherto been used by these authorities.

I have, &c.,

R. O. WILLIAMS,

United States Vice-Consul-General.

Hon. JOHN L. CADWALADER,

Assistant Secretary of State.

[Inclosure No. 1 in No. 29.—Translation.]

HAVANA, *November 14, 1875.*

GENERAL GOVERNMENT, TREASURY DEPARTMENT.

In conformity with what is proposed by the general direction of the treasury, and the central office of extraordinary imposts, in order to facilitate the contributors of the 15 per cent. income-tax in the payment of the rates corresponding to the present year, and now due, I have decreed as follows:

ART. I. Tax-payers whose rates for the first half-year, and the third and fourth quarters, of the 15 per cent. income-tax, do exceed altogether \$250 gold up to \$3,000, inclusive, may make the payment of their indebtedness by drawing notes of ninety days' date at 7 per cent. annual interest, guaranteed by the signature of another tax-payer, who shall have already paid the rates corresponding to him for those periods. Those whose indebtedness exceeds \$3,000 gold, may also draw notes at the same rate of 7 per cent. for the excess of 120 days' date.

Those tax-payers whose annual rates exceed \$3,000 gold, may draw the notes referred to, with the sole guarantee of their own signatures.

ART. II. The period for said extensions shall begin to count from the 30th of the current month, without prejudice of any notes being hereafter given, and their amount, with the interest due to the date of maturity, and 2 per cent. extra charge imposed upon tardy tax-payers by decree of 1st April last, shall be paid in Havana, or Matanzas, Cardenas, Cienfuegos, Sagua la Grande and Santiago de Cuba. Tax-payers who, between this and the 15th next December, shall have not decided to take the advantages offered them by this decree shall lose the right thereto, as upon that date the admission of notes for the payment of taxes pending will cease.

ART. III. The amount of the notes, and of the interest due on them, including the 2 per cent. excess charged to tardy tax-payers, will be realized upon the date they fall due, in the manner ordered for the payment of this tax.

ART. IV. Tax-payers who choose to settle their notes in gold, by paying the equivalent in Spanish bank-bills, will be liquidated by the city governments (ayuntamientos) with 12 per cent. annual interest at 110 per cent. pesetas, the ruling rate for the present month, unless they should be considered as tardy, and such in this case will liquidate at the rate of 120 per cent., the highest rate to date; therefore, any one who is indebted for part of his taxes will pay at 110 per cent. pesetas, and at 120 per cent. pesetas for that part implying tardiness.

ART. V. The city governments of those places of this island where collections of the 15 per cent. income-tax are made, will admit in payment of the unpaid rates of the first half-year, third and fourth quarters of the current year, the notes referred to, delivering to the drawers thereof receipts for the amounts of their notes, according to the second paragraph of article 13 of the instruction of 5th April last for the collection of this tax; and in this case, the amount of interest due on the note and the 2 per cent. extra charge, should there be any, will be noted on the margin.

ART. VI. These notes shall express, according to the subjoined form, the district; the account for which they are given; the period of the tax to which they belong; the dates, both of drawing and of maturity; their total amount in gold, and of the equivalent, in case the payment should be made in this form, stating the rate of the reduction in gold to Spanish bank-notes; stating separately the amount corresponding to the tax, and that of the interest at 7 per cent., if the payment is to be made in coin, or at 12 per cent. if in bank-bills; the amount of the 2 per cent. extra charge to tardy payers; the municipality to which corresponds the object of the tax; the signatures and residences of the drawers and of those who guarantee them, and all other circumstances mentioned in the preceding articles, a note to be drawn for each period comprised in the obligation, which shall represent solely the amount, the interests and extra charges corresponding to the half year, or quarter referred to, stating on the same one of the places of those mentioned in Art. II of this decree, where the party concerned elects to make the payment of his note, giving the street and number of the house where the same shall be presented for collection upon maturity.

ART. VII. The respective municipalities shall deliver weekly to the administrations and collectorships of revenue the notes received from the tax-payers, by means of duplicate invoices expressing the municipal district whence they proceed, the account for which they are taxed, number of the note, period to which the payment refers, the amount in gold dollars for the tax, and, in separate spaces, that of the equivalent, should the contributor have chosen this form of payment; the amount of interest due till maturity, distinguishing between the amounts of such as are in coin and bank-bills, and the extra charges in the same manner, stating also the names of the persons who sign and guarantee the notes, as well as the dates of their drawing and maturity.

ART. VIII. The administrations of revenue of the island and the collectorships which deliver directly to the central treasury shall forward weekly to the latter the said notes, in the manner and with the security established for coin, accompanying

them with one of the invoices referred to in the preceding article, and of another general invoice embracing all the particulars of the notes forwarded.

The duplicate of the invoice delivered by the municipality to the treasury shall be returned, without prejudice to the corresponding letter of payment, with the receipt for the same, that they may be annexed as vouchers to their monthly accounts rendered to the central office of extraordinary imposts.

ART. IX. The central auditorship will dictate the measures necessary in case of non-payment of any note upon maturity, to make the same effective, as a preferent obligation of the drawer, according to Article III of this decree, in order that in no case shall the treasury become a loser.

ART. X. At the central treasury, the administrations and collectorships of revenue, there shall be kept books of account-current of these notes for the 15 per cent. income-tax, with debit and credit, and the necessary columns to make known all the circumstances expressed in the invoice. The debit side will state the notes received, and the credit those sent to the treasury, and the latter, these as they are paid.

ART. XI. No note shall be received by the municipalities without the corresponding stamp.

ART. XII. The central office of extraordinary imposts is hereby authorized to suspend all distraints and seizures commenced for the collection of the 15 per cent. tax, provided those indebted elect for the giving of notes within the prescriptions aforesaid, in the period assigned.

ART. XIII. The general direction of the treasury will propose to this government, or dictate within its faculties, such regulations as may be necessary for the execution of this decree.

VALMASEDA.

HAVANA, November 11, 1875.

No. 29.

Mr. Hall to Mr. Cadwalader.

No. 302.]

UNITED STATES CONSULATE-GENERAL,
Havana, December 22, 1875. (Received December 28.)

SIR: I have the honor to transmit herewith two notable documents emanating from General Count Valmaseda.

The press of this city makes no comment upon these documents, and an improved public sentiment begins to condemn a warfare characterized only by atrocities, and which in seven years has produced no results favorable to Spain.

I am, sir, &c.,

HENRY C. HALL,
Consul-General.

Hon. JOHN L. CADWALADER,
Assistant Secretary of State.

[Inclosure 1 with No. 302.—Translation.]

HAVANA, December 22, 1875.

(From the *Voz de Cuba* of 23th November, 1875.)

GENERAL VALMASEDA'S PROCLAMATION TO THE INHABITANTS OF "LAS VILLAS."

HEADQUARTERS, LAS CRUCES,
November 22, 1875.

The forces of the army are giving protection to your homes and families, and it becomes an imperative duty for you to consider them as your best friends, aiding them so as to facilitate their mission of pacifying the territory which is confided to them.

On you, it depends that the common enemy shall cease to receive assistance of any kind. On you, that the government forces shall receive frequent and prompt advices of the position occupied by the bands of enemies, that they may march in their search; from you must come the secret information to the government that it may know the

names of the disloyal and be able to chastise them; on you, in fine, it depends whether the island of Cuba shall soon see her agriculture, trade, and commerce flourish anew, instead of the destruction with which the enemy threatens it.

Cast off the punishable fatalism that has hitherto possessed you. Let the robber and the assassin understand that their criminal lives must find their chastiser in the honest and laborious man. Defend your lives and property, slaying those who attack them and the honor of your families; and, since we are the more numerous, and those who have the better right, we will soon exterminate the enemies of our country and of society.

This is what is expected from you by your captain-general—

VALMASEDA.

[Inclosure 2 in No. 302.—Translation.]

(From the *Voz de Cuba* of 21st December, 1875.)

HAVANA, December 22, 1875.

Those bands of outlaws that continue to burn the huts of the poor and humble countrymen, and, not content with depriving them of their dwellings, also rob them of their effects and dishonor their daughters, compel me to adopt every kind of measure to exterminate them.

For this purpose, I do hereby decree the following:

Every countryman who shall bring to the headquarters of the district, dead or alive, one of the said bandits, so-called insurgents, shall be rewarded in the act with ten ounces gold, (\$170,) and eleven ounces if he also delivers up his carbine or musket.

Every countryman who shall furnish to the troops detailed and trustworthy information where the insurgent encampments are, so that the same may be surprised or destroyed, shall receive from three to ten ounces gold, according to the importance of such information and the merit of the capture effected thereby.

Whosoever shall cause the death of a prefect or subprefect, or by information given to the troops shall bring about this result, shall be rewarded with fifteen ounces gold, (\$255.)

To whomsoever shall denounce, with proof sufficient for the punishment to fall legally, any protector or abettor of the insurgents, or those who may furnish them goods of any kind whatever, shall be given six ounces gold; this reward shall be increased if the importance of the information deserves it.

The lieutenant-governors shall pay, from the deductions I have ordered them to make in the municipal estimates, the aforesaid amounts, drawing up, for their acquittance, a short process, to serve as voucher for the service rendered.

Las Cruces, December 14, 1875.

VALMASEDA.

No. 30.

Mr. Hall to Mr. Cadwalader.

No. 304.]

U. S. CONSULATE-GENERAL,

Havana, December 23, 1875. (Received December 28.)

SIR: The newspapers of this city, of 21st and 22d instants, announce the relief of General Count Valmaseda and the appointment of General Jovellar as his successor. That a change was imminent was well understood by all classes, but the appointment of General Jovellar, although hoped for, was hardly expected; naturally, it gives general satisfaction.

General Jovellar governed the island from November, 1873, to April, 1874; short as was the term of his administration, he acquired a reputation for integrity, as well as justice and humanity; he appeared to be actuated, also, by a conciliatory spirit toward the Cubans, and if his administration was not a success it was probably due to causes which he could not control.

* * * * *

Yours, &c.,

HENRY C. HALL.

Hon. JOHN L. CADWALADER,
Assistant Secretary of State.

III.—CORRESPONDENCE RELATIVE TO THE TRIAL OF GENERAL BURIEL, PURSUANT TO THE PROTOCOL GROWING OUT OF THE CAPTURE OF THE VIRGINIUS.

No. 31.

Protocol of the conference held at the Department of State, at Washington, on the 29th of November, 1873, between Hamilton Fish, Secretary of State, and Rear-Admiral Don José Polo de Bernabé, envoy extraordinary and minister plenipotentiary of Spain.

The undersigned, having met for the purpose of entering into a definitive agreement respecting the case of the steamer *Virginus*, which, while under the flag of the United States, was, on the 31st of October last, captured on the high seas by the Spanish man-of-war *Tornado*, have reached the following conclusions:

Spain, on her part, stipulates to restore forthwith the vessel referred to, and the survivors of her passengers and crew, and on the 25th day of December next to salute the flag of the United States. If, however, before that date Spain should prove to the satisfaction of the Government of the United States that the *Virginus* was not entitled to carry the flag of the United States, and was carrying it at the time of her capture without right and improperly, the salute will be spontaneously dispensed with, as in such case not being necessarily requirable; but the United States will expect, in such case, a disclaimer of intent of indignity to its flag in the act which was committed.

Furthermore, if, on or before the 25th of December, 1873, it shall be made to appear to the satisfaction of the United States that the *Virginus* did not rightfully carry the American flag, and was not entitled to American papers, the United States will institute inquiry, and adopt legal proceedings against the vessel, if it be found that she has violated any law of the United States, and against any of the persons who may appear to have been guilty of illegal acts in connection therewith; it being understood that Spain will proceed, according to the second* proposition made to General Sickles, and communicated in his telegram read to Admiral Polo on the 27th instant, to investigate the conduct of those of her authorities who have infringed Spanish laws or treaty obligations, and will arraign them before competent courts and inflict punishment on those who may have offended.

Other reciprocal reclamations to be the subject of consideration and arrangement between the two governments; and, in case of no agreement, to be the subject of arbitration, if the constitutional assent of the Senate of the United States be given thereto.

It is further stipulated that the time, manner, and place for the surrender of the *Virginus*, and the survivors of those who were on board of her at the time of her capture, and also the time, manner, and place for the salute to the flag of the United States, if there should be occasion for such salute, shall be subject to arrangement between the undersigned within the next two days.

HAMILTON FISH.

JOSÉ POLO DE BERNABÉ.

* The second proposition is as follows:

Second. If it be proved that in the proceedings or sentences pronounced against foreigners by the authorities of Santiago de Cuba there has been an essential failure to comply with the provisions of our legislation or of treaties, the government will arraign those authorities before the competent tribunals.

No. 32.

Mr. Sickles to Mr. Fish.

No. 971.]

UNITED STATES LEGATION IN SPAIN,
Madrid, January 31, 1874. (Received March 20.)

SIR: I have the honor to state for your information, that by reference to my dispatches it will be found that this government had revoked the authority given by General de Rodas to subordinate commanders to shoot prisoners. General Prim condemned the practice, and as minister of war forbade it. Mr. Becerra, as minister of the colonies, in a published allocution, denounced these barbarities. Mr. Moret, his successor, in his instructions to Count Valmaseda, a copy of which I forwarded to you, expressly directed that any officer subordinate to the captain-general found guilty of such acts should be punished. And General Cordova, the last minister of war under the late King, in his general orders to Captain-General Ceballos, an extract from which was also sent to you, emphatically disapproved of measures of exceptional severity toward prisoners.

It appears, therefore, that the conduct of the authorities at Santiago finds no justification in the orders of this government, unless the instructions given to Generals Pieltain and Jovellar were essentially different from those received by their predecessors, and that in this, as in other instances, the Cuban authorities availed themselves of their traditional privilege of disobeying the home government.

It is asserted without contradiction that the late government promoted General Burriel in October last, and the publication of the order is now demanded by influential journals as a just recompense for his services at Santiago.

I am, &c.,

D. E. SICKLES.

Hon. HAMILTON FISH,
Secretary of State.

No. 33.

Mr. Ades to Mr. Fish.

o. 209.]

UNITED STATES LEGATION IN SPAIN,
Madrid, April 25, 1874. (Received May 19.)

SIR: I have the honor to forward herewith a copy and translation of a communication published in *La Epoca* of the 21st instant, over the signature of Brig. Gen. Juan Burriel. This publication is an attempt to vindicate the conduct of the writer in the execution of the Virginus's captives at Santiago de Cuba, and is addressed to the editor of *La Revue des Deux Mondes* in answer to some strictures on the acts of the Cuban authorities which appeared in an article printed in that periodical in March last. The name and rank of the author, his presumable acquaintance with the facts of which he treats, the character of his defense, the statements he makes respecting the orders under which he claims to have acted, and the free publication of his communication by an influential journal at a time when the press is under a censorship of unusual rigor, all join in lending this remarkable document importance

as a sort of semi-official manifestation in behalf of the officers concerned in the massacres at Santiago.

Two of General Burriel's statements are deserving of especial remark. It will be noticed that he avers that the orders under which the *Virginus* was seized and her officers and crew tried and shot were contained in the decree of General Dulce of March 24, 1869, which, as he says, has never been repealed or abrogated. When the language of the preamble to the decree of July 7, 1869, in which it was stated that General Dulce's orders were thereby superseded, and the many positive assurances received from nearly every successive cabinet of Madrid deprecating the celebrated decree of March 24 are remembered, it appears indeed strange that General Burriel's assertion should not only be made public, but suffered to remain uncontradicted.

The second noteworthy fact is found in the certificate of General Riquelme, chief of staff of the army of Cuba, which is given by General Burriel as an ample disculpation from the insinuation of the *Revue des Deux Mondes*, that the stoppage of telegraphic communication between Havana and Santiago at the time of the *Virginus* slaughter was "more or less fortuitous." From this official document it appears that while the cable connecting those cities was inoperative from October 13, 1873, to the date of the certificate, February 11, 1874, the land-line was only interrupted from the 1st to the 7th of November, and, after a day's interval, in which it may be inferred that it was temporarily in working order, it again became obstructed on the 8th of November, and continued so until the 13th of that month. As General Riquelme's testimony in this regard confirms the report that the break in the line coincided with the arrival of the *Virginus* at Santiago, it can hardly be said to afford the triumphant exoneration claimed for it. On the contrary, it seems to have escaped attention that another and more serious suspicion might possibly be raised by the publication of this paper, since the news of the capture of the *Virginus* was received in Madrid at an early hour on the 6th of November, and not on the 7th, as General Burriel erroneously avers, and the orders of President Castelar, issued the same morning, which were not received in Havana, as Mr. Carvajal said, until the morning of the 7th, might not unreasonably be presumed to have reached that capital in season to be transmitted during the temporary resumption of communication by the land-line, to which General Riquelme bears witness, and, consequently, it is not impossible that they might have been transmitted to Santiago before the shooting of the last batch of victims on the 8th.

Passing this by, however, it appears to me that, in view of the explicit declarations that General Burriel was obeying orders, it would not be out of place to ask an explanation of the matter in the proper quarter, and, in event of their inaccuracy, to demand the public retraction of this extraordinary letter.

I may add that General Burriel, who is now in Madrid, was said to have been warmly welcomed by many influential persons on his arrival, and it is announced in the *Imparcial Discusion*, and other journals of various politics, that at a concert recently given in the Marquis of Alcañices' palace in aid of the sick and wounded, General Burriel was "the object of marked demonstrations of sympathy for his energetic conduct at Santiago de Cuba."

I am, &c.,

A. AUGUSTUS ADEE.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure.—Translation.]

Letter of Gen. Juan Burriel to the Revue des Deux Mondes.

[From La Epoca, April 21, 1874.]

MADRID, April 14, 1874.

To the Director of the Revue des Deux Mondes :

ESTEEMED SIR: In the review which you so skillfully edit, and which merits general acceptance by reason of the distinguished judgment with which it touches upon all the matters of which it treats, in volume xii, of date March 2d last, second edition, a few pages (from the 434th) are devoted to the Cuban question, and I have seen with regret that, alluding to the recent question of the *Virginus*, place is given to views which are very far from the truth, and interrogatories are printed to which it seems taken for granted that a reply is very doubtful, or rather, it is sought to intimate such a reply in a manner favorable to gratuitous suppositions. Such views and interrogatories published in a work of high standing and worthy of credit, and one which consequently has a large circulation, may to-morrow form data for history, while, in truth, they would not be trustworthy without a clear rectification alike due to the honor of my country and to my own, and which, I cannot doubt, will be made in your review, when you, Mr. Director, are convinced of the truths which I propose to set forth with the brevity which a communication of this kind requires, and avoiding comments.

It is said on page 457, with reference to the capture of the *Virginus*, "that a court-martial was forthwith installed on board the *Tornado*; that all the prisoners were tried as pirates; that only 18 escaped sentence of death, among whom there were four or five only who were ignorant of the object of the expedition."

The facts show these inaccuracies, as will be seen in the following statement of them: There were on the *Virginus* 155 prisoners, of whom 103 were tried by the military tribunal of the general headquarters of Santiago de Cuba, and the remaining 52, who composed the crew of the vessel, from the captain to the cabin-boy, were tried by the marine tribunal in a council of war which was held on board the steamer *Francisco de Borja* on the 6th of November, and lasted until six o'clock in the morning of the 7th, 37 being sentenced to death, of whom 27 were Americans or Englishmen, and the other 10 Cubans; of the rest, 15 in number, 3 were sentenced to liberty, (*sic*,) because the fact of their unwillingness to embark had been proven by Captain Fry himself, and 12 to different terms of imprisonment on account of being seamen and ship's hands, of a low grade. This is the truth, and is proved by official documents, as it has also been clearly proved that the vessel was a pirate, because she unduly carried the American flag, and that her capture was legal. Of the remaining prisoners, 16 were sentenced to death, and executed, because they were so-called generals, chiefs, and officers; and 87 remained at the disposal of the captain-general of the island, when, on the 8th, I sent him an aid-de-camp with the war-steamer *Bazan*, under full steam, in order that, if he wished, he might commute their death-penalties; and for this reason, and because of having received on the same 8th day, in Havana, the orders of the Castelar government to suspend the executions, there were delivered to the steamer *Juniata*, (American,) on the 18th of December, the 102 surviving foreign and Cuban prisoners. Consequently, those shot were 53; and 102, the survivors, returned in virtue of the Polo-Fish protocol.

The same paragraph goes on to say: "The foreign consuls protested energetically in favor of their countrymen; but Governor Burriel only awaited the end of the trials in order to begin the shootings. Was his object to assert his authority and forestall the intervention of the government?" The answer is very simple. The pretensions of the consuls and commanders of vessels who made these protests were not conceded because I was prohibited from doing so by the special circumstances of the case and the superior orders then in force, and my "desire to assert my authority" is very soon explained. The laws or orders under which I tried the prisoners of the *Virginus* and applied the extreme penalty to the insurgent chiefs, were the following: That of February 24, 1869, ordering that all insurgent leaders captured should be shot "without any other condition than the proof of their identity," and the same with those who were known to exercise influence in the insurrection, although they might not be styled chiefs, (*cabecillas*;) that of October 20, 1870, which peremptorily prescribed the same thing, excepting certain named personages of note whose punishment on being captured was to be inflicted in Havana; that of January 28, 1871, in the seventh article of its penal regulations; the *bando* or proclamation of May 14, 1872; and the circular of the 8th of June following, ordering the prompt and exemplary punishment of those who may wound in an alarming manner the integrity of the country.

If stronger grounds are needed to justify my conduct in those circumstances and to carry conviction to the most scrupulous and conscientious mind, see the decree of March 14, 1869, which has not been abrogated by any order whatever, issued by the superior political governor of Cuba, in the exercise of the extraordinary discretionary powers with which he stood invested, for the purpose of preventing precisely such pirat-

ical expeditions as that of the *Virginus*, which provides in its sole article "that vessels which may be captured in Spanish waters or on the high seas, in the neighborhood of this island, laden with men, arms, and munitions and war-material that can in any manner contribute to inciting or giving aid to the insurrection in this province, whence-soever they may come or whithersoever they may be found, after examination of their papers and registers, shall be *de facto* considered as enemies and treated as pirates in conformity to the ordinances of the navy, and the persons captured in them, whatever may be their number, shall be immediately shot."

These are the superior orders by which my conduct was governed—orders which admitted of no consultation or delay, and the exact fulfillment of which was obligatory upon me. And even thus, is it true that I only awaited the end of the trials in order to begin the shootings? It is not true; and, as before, I repeat that the facts prove it. A few hours had sufficed for the identification of the persons of the delinquents, and this would have been enough for compliance with the law, but I desired that the justice of the matter should be clearly evident. I desired that all should be heard in their defense, and for this reason the first four chiefs of most importance who suffered the rigor of the same (the law) did so on the 4th of November; that is, four days after being made prisoners. The next were the thirty-seven of the crew, on the 7th of the same, and the twelve last on the 8th; or, in other words, seven and eight days after the capture.

It is not permitted to military men to vacillate when they have peremptory orders to obey, and still more when they are grave and important and refer to acts of war; consequently no consideration whatever could make me pause before this duty, and still less the protests presented wholly without right by the American vice-consul. If the laws of Spain are too severe in the judgment of foreigners, I am not the one called upon to arrest their action, and they are at liberty not to tread the soil of Spain if its method of ruling and governing itself does not suit them. Their protests in these extreme cases should not be heard, for they only seek thereby to hinder the action of the law. Let their respective governments come with reclamations, and this is the way to modify them, (the laws,) if it be deemed necessary to do so. There follows another answered interrogatory, which says: "Did he yield only to the pressure of the volunteers?" "This is still possible in Havana as in Santiago," says an American correspondent. It is very easy for me to prove to that correspondent that his assertion is not based on authentic information. All my acts in the posts I have filled in the island of Cuba are publicly known, and whoever may be even slightly acquainted with the different events which have taken place in Cuba, will easily remember what occurred in Matanzas on the night of the 1st of February, 1870, by reason of the receipt of the news of the assassination of Castañón.

Here I shall permit myself to make a slight digression. On page 447 of the article which occupies my attention, it is stated "that Castañón was wounded in a duel by a Creole hand," and it is indispensable to throw light on this, so that what is public and notorious may be put on record, that Castañón was assassinated in a hotel in Key West by several Cuban insurgents. Well, then, because of this affair, the minds, not only of the volunteers, but of all the Spaniards and foreigners who chanced to be in the island, became aroused, demanding, as was just, blood for blood; and as in Matanzas several suspected persons had been recently imprisoned, and the corresponding proceedings were being initiated against them, the volunteers, in their natural indignation, demanded speedy and immediate justice against the accused, in whom for the time they beheld, not suspected persons, but culprits or enemies of ours. I flung myself among their bayonets, and, with the energy which in such cases is necessary, I made them comprehend that the government would do justice, and that this should be done in the form and manner prescribed by our laws. I do not deem it necessary to go further into details, since the voice of my authority was heeded, and what afterward took place is well known. In the matter which now occupies us, was there in Santiago de Cuba a single Spaniard who was not filled with indignation on learning that the prisoners of the *Virginus* who survived the fifty-three would have to be delivered up to the Government of the United States? Have the shadows of the night hidden what occurred on that (the night) of the 16th of November in Santiago de Cuba, and has it consequently not reached the notice of the American correspondent? I believe that the way in which the public feeling was exhibited on that night is well known, and it is most notorious that I, although appreciating the just indignation of those loyal inhabitants, said to them that the government had commanded it, and that they would have to pass over my dead body before its orders should be left unobeyed. For the second time the voice of my authority was heard with marked signs of respect; and this is, in sum, the pressure to which I yielded in obeying the laws and the mandates of my superiors.

Further on it adds: "That Mr. Castelar, as soon as he knew of the event, sent a telegram peremptorily ordering the suspension of all executions; but that by reason of an interruption, more or less fortuitous, in the telegraphic communications between Havana and Santiago, General Burriel was left in full liberty of action, and fifty-seven

executions had already taken place when the dispatch of the government arrived." The "more or less fortuitous" has its marked intent, and the effect it may have produced on its readers will, I judge, be completely dispelled by copying the following document:

"Don José Riquelme y Gomez, major-general (*mariscal de campo*) of the national armies and chief of staff of the army of this island, whose general-in-chief is his excellency Lieutenant-General Don Joaquim Jovellar y Soler, certifies that, according to the antecedents on record in this headquarters of the staff, it appears that at the time of the capture of the filibuster steamer *Virginus* it was not possible to make use of the submarine cable or of the land telegraph-wires established between Santiago de Cuba and this capital, because those lines were interrupted, the first from the 13th of October last up to date, and the second from the 1st of November to the 7th, inclusive, and from the 8th to the 13th of the same month. And that this be of record for such purposes as may arise, I sign the present in Havana the twelfth of February, one thousand eight hundred and seventy-four.

"JOSÉ RIQUELME.

"Here follows a flourish. Seen and approved.

"JOVELLAR.

"Here follows a flourish and a seal which says: Army of Cuba, general staff-office."

Moreover, in Madrid Mr. Castelar did not receive the news of the capture of the pirate steamer until the 7th; consequently any order of the government was already late.

Further on it is said: "That in the United States, from the North to the South, there broke forth a unanimous cry of wrath and of warlike and patriotic ardor, and there was no town or hamlet where there were not demonstrations of indignation."

It is true that the mob (*populacho*) broke out even to insults against the Spaniards; but are we, perchance, ignorant how, why, and by what a mob is led, and in the present case can we doubt by whom it would be excited, especially in strongly marked races, and what occurs under certain circumstances in all nations? But is not that which the sober and prudent press of the United States has said more likely to be true? Let us see, then, what is written and preserved in the journals in favor of order. The high financial and commercial interests, the lawyers of universal fame, all the persons of judicial knowledge, and the well-informed military men—that is to say, the genuine common-sense element in the United States—not only did not utter a single expression in favor of war, but, on the contrary, was shown to oppose it and to recognize our right. Concerning the calculations which were made of the cost of an expedition and the pretensions of conquering Cuba, I need not now occupy myself, for enough has been said and written, and very clearly too.

The interrogatory which follows, as to whether Spain is really in fault in this affair, is a very delicate matter, and as in its main facts it concerns our honor, it will have to be cleared up in due time, and then the whole truth will shine forth.

It is also said, further on, referring to the Spanish war-steamer *Tornado*, "that her commander has violated international laws by capturing on the high seas a foreign vessel sailing under the American flag, with all her papers in due order and *viséd* by the consul of that nation at Kingston, and which vessel was bound to Costa Rica, carrying laborers, for at that time the construction of a railway was in progress."

It would be excusable (and it was) that, the capture having been recently effected, a thousand versions and commentaries and inaccuracies, more or less inspired by passion, should arise; but at the date of the publication of the article, a date when the object of the voyage of the *Virginus* was already proved by facts and established under every point of view, although this was already well known long beforehand not only in America but in Europe; when the public is possessed of the spontaneous declarations of the captain of the vessel, recognizing his grave offense, but that he confided in its good result to obtain "a positive and considerable reward," and that of the insurgent leaders, the crew, and the other insurgent prisoners, all agreeing, all unanimous in setting forth all that was necessary to prove before the whole world the abundant right we had to seize, try, and execute the sentence of the laws of our country, it cannot be suffered to pass without calling attention toward the path of truth; and as whatever has occurred in the matter has been published in journals of good standing, with copies of authentic documents demonstrating all with exactness, I confine myself here to the passing statement that the commander of the *Tornado* fully complied with his duties in seizing a pirate vessel, as the *Virginus* was, and not a foreign ship bound to the coast of the island of Cuba, with men, arms, and munitions to aid the war, even though that vessel carried the American flag unduly, for she might have flown that of any other nation just the same; that he obeyed his duty in seizing the vessel in question, especially as, when stopped and searched, she did not carry any document in regular form, but, on the contrary, presented a thousand signs that made her mission evident at the first glance; and even if any doubt had still remained, it would have been promptly dispelled by the surrender and clear and unmistakable con-

fession of Bernabé Barona (Varona) alias "Bembetta," the chief of the expedition, and the so-called generalissimo of the rebel army.

This matter must still involve many claims for indemnification and many consequences, and the truth of the facts will be made fully clear in due time by those to whom this pertains; and as it is expedient to shed all possible light on it in anticipation of that time, this gives rise to my desire that errors or mistakes be corrected, so that all may stand forth as it is and as it took place.

I therefore address myself to you, Mr. Director, hoping, from your goodness, that you will do the favor to make these explanations in your enlightened publication, which favor will be ever gratefully acknowledged by him who improves this occasion to offer himself to you as your most obedient, faithful servant,

Q. B. S. M.

JUAN BURRIEL.

No. 34.

Mr. Fish to Mr. Cushing.

No. 31.]

DEPARTMENT OF STATE,
Washington, June 9, 1874.

SIR: Referring to Mr. Adee's Nos. 209, 214, and 216, it is presumed that before the receipt of this you will, under your general instructions, have asked an explanation of the letter of General Burriel to the editor of the *Revue des Deux Mondes*.

General Burriel founds his justification on the assertion that he acted under the decree of the captain-general of Cuba of March, 1869, in which it was said:

"Vessels which may be captured in Spanish waters, or on the high seas near to the island, having on board men, arms, and munitions, or effects, that can in any manner contribute, promote, or foment the insurrection in this province, whatsoever their derivation and destination, after examination of their papers and register, shall be *de facto* considered as enemies of the integrity of our territory, and treated as pirates, in accordance with the ordinances of the navy. All persons captured in such vessels, without regard to their number, will be immediately executed."

Immediately on the receipt of this decree at this Department, I wrote to Mr. Lopez Roberts as follows respecting it:

"It is to be regretted that so high a functionary as the captain-general of Cuba should as this paper seems to indicate, have overlooked the obligations of his government pursuant to the law of nations, and especially its promises in the treaty between the United States and Spain of 1795. Under that law and treaty the United States expect for their citizens and vessels the privilege of carrying to the enemies of Spain, whether those enemies be claimed as Spanish subjects or citizens of other countries, subject only to the requirements of a legal blockade, all merchandise not contraband of war. Articles contraband of war, when destined for the enemies of Spain, are liable to seizure on the high seas, but the right of seizure is limited to such articles only, and no claim for its extension to other merchandise, or to persons not in the civil, military, or naval service of the enemies of Spain, will be acquiesced in by the United States.

"This Government certainly cannot assent to the punishment by Spanish authorities of any citizen of the United States for the exercise of a privilege to which he may be entitled under public law and treaties.

"It is consequently hoped that his excellency, the captain-general of Cuba, will either recall the proclamation referred to or will give such instructions to the proper officers as will prevent its illegal application to citizens of the United States or their property. A contrary course might endanger those friendly and cordial relations between the two governments which, it is the hearty desire of the President, should be maintained."

It has been supposed at this Department that in consequence of these representations this highly objectionable decree was abrogated. It was therefore with no little surprise that information was received of the assertion that it is regarded as still in force. It is deemed important to have accurate information on this point.

You are therefore instructed, as soon after the receipt of this as possible, to inquire whether it be true, as stated by General Burriel, that the decrees of March 24, 1869, had not been abrogated when the executions took place at Santiago de Cuba; also, whether those decrees, or anything equivalent to them, respecting jurisdiction on the high seas, are regarded as still in force; also, whether the executions by General Burriel's orders are regarded as having been made under authority of law.

It is supposed that the neglect hitherto of the government of Spain to institute steps for the punishment of General Burriel and his associates in the bloody deeds at Santiago de Cuba has been caused by the extraordinary political condition of the peninsula. If this supposition is incorrect, it is important that we should know that fact. You will, therefore, also inquire whether proceedings are to be instituted against them, and when and where the proceedings will probably take place. You will also inquire whether it is in contemplation to exhibit any marks of the displeasure of his government by military degradation or otherwise.

The President does not wish to have these inquiries presented in a minatory spirit and form; nevertheless, he feels that the maintenance of good relations with Spain depends upon her adherence to the statements and assurances hitherto given to this Government respecting the abandonment of the objectionable decrees, and the disavowal and punishment of the assassins who, under the guise of the form of trial, shocked the civilized world by the executions in Santiago de Cuba.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 35.

Mr. Cushing to Mr. Fish.

No. 44.]

UNITED STATES LEGATION,
Madrid, June 27, 1874. (Received July 20.)

SIR: I inclose herewith copy of a communication addressed by me to the minister of state, in obedience to your instructions of the 9th instant.

The incident to which the instructions refer occurred prior to my arrival here, and, on reading the dispatches of Mr. Adee on the subject, which were of a nature to invite instructions, it seemed to me most discreet, before acting, to hear from the Department.

Meanwhile I had conference on this incident of the matter of the *Virginus*, as well as in regard to the question of indemnities, and the result of these interviews was to convince me that the circumstance of the action of the British government having preceded ours was of great advantage to the United States. * * * *

Mr. Adee informs me that he was influenced by the same consideration.

A report had been current of the promotion of General Burriel. I learn, upon inquiry, that this report is false, and that the promoted officer was another person, although of the same surname.

General Burriel's article, as printed in the *Epoca*, purports to have

been directed to the *Revue des Deux Mondes*, but I am not able to find it in any number of the *Revue*, and I think it was not printed therein.

It may be worth noting that the newspaper published at Madrid, entitled *La Iberia*, and which is understood to be the especial mouth-piece of Mr. Sagasta, did editorially deny the assertion of General Burriel, Mr. Sagasta being at that time minister of state.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure in No. 44.]

Mr. Cushing to Mr. Ulloa.

LEGATION OF THE UNITED STATES OF AMERICA,
Madrid, June 27, 1874.

SIR: The Government of the United States, on learning that General Juan Burriel had published in one of the newspapers of Madrid, on the 14th of April last, a communication which, in the vain effort to defend his atrocious act of the summary execution at Santiago de Cuba of fifty-three persons of the crew and passengers of the *Virginus*, had rested his defense mainly on the pretended authority of a certain decree issued by Captain-General Dulce, of the 24th of March, 1869, might well have supposed that the Spanish government would have hastened, in some convenient form, official or unofficial, to contradict the assertion of General Burriel. No such contradiction having appeared, however, it becomes my duty to address your excellency on the subject.

Immediately on receiving information of the issue by Captain-General Dulce of the above-mentioned decree, the Secretary of State of the United States addressed the Spanish minister at Washington, Mr. Lopez Roberts, regarding the same, as follows:

"It is to be regretted that so high a functionary as the captain-general of Cuba should, as this paper seems to indicate, have overlooked the obligations of his government, pursuant to the law of nations, and especially its promises in the treaty between the United States and Spain of 1795.

"Under that law and treaty the United States expect for their citizens and vessels the privilege of carrying to the enemies of Spain, whether those enemies be claimed as Spanish subjects or citizens of other countries, subject only to the requirements of a legal blockade, all merchandise not contraband of war. Articles contraband of war, when destined for the enemies of Spain, are liable to seizure on the high seas; but the right of seizure is limited to such articles only, and no claim for its extension to other merchandise, or to persons not in the civil, military, or naval service of the enemies of Spain, will be acquiesced in by the United States.

"This Government certainly cannot assent to the punishment, by Spanish authorities, of any citizen of the United States for the exercise of a privilege to which he may be entitled under public law and treaties.

"It is consequently hoped that his excellency the captain-general of Cuba will either recall the proclamation referred to, or will give such instructions to the proper officers as will prevent its illegal application to citizens of the United States or their property. A contrary course might endanger those friendly and cordial relations between the two governments, which it is the hearty desire of the President should be maintained."

Subsequently to this, the Government of the United States received official information from its officers at Havana, that for the decree of Captain-General Dulce, Captain-General Caballero de Rodas had substituted a new decree, that of July 7, 1869, which in effect and language annulled that issued by Captain-General Dulce. But the sixth article of the decree of July 7, 1869, being considered by the Government of the United States to imply a wholly inadmissible claim of right to seize neutral vessels on the high seas contiguous to Cuba, representations in that sense were addressed to the Spanish minister, Mr. Lopez Roberts, the consequence of which was the issue by Captain-General Caballero de Rodas of a new decree of July 18, 1869, as follows:

[Translation.—From the Official Gazette, Havana, July 20, 1869.]

"SUPERIOR POLITICAL GOVERNMENT OF THE PROVINCE OF CUBA.

"In view of the determinations adopted by the Government of the United States of America, as reported by his excellency the minister of Spain in Washington, under date of the 15th instant, and which were published in the Official Gazette of the following day, and in order, at the same time, to relieve legitimate commerce from all

unnecessary interference, in the use of the faculties which are conferred upon me by the supreme government of the nation I have determined to modify my decree of the 7th instant, leaving the same reduced to the first five essential articles.

"CABALLERO DE RODAS.

"HAVANA, July 18, 1869."

Thus it was impossible for the Government of the United States to entertain any doubt whatever of the fact, not only of the annulment of General Dulce's decree, but of the non-existence of any decree on the subject, except as in the five subsisting articles of the decree of Captain-General Caballero de Rodas.

The President of the United States still presumes that no authority whatever exists for the assertion of General Burriel in this respect, and that his action at Santiago de Cuba was not only in flagrant violation of the law of nations, but also a criminal infringement of the laws of Spain.

But in consequence of the uncontradicted assertion of General Burriel, the President instructs me to inquire of your excellency whether it be true that the decree of March 24, 1869, had not been abrogated when the executions in question took place at Santiago de Cuba. Also, whether that decree or anything equivalent to it, respecting jurisdiction on the high seas, is regarded by the Spanish government as still in force? Also, whether the executions made by General Burriel's orders are regarded by that government as having been made under authority of law?

The President also supposes that, if the government of Spain has omitted hitherto to institute steps for the punishment of General Burriel and his associates in the executions at Santiago de Cuba, or to exhibit any marks of its displeasure, by military degradation or otherwise, the omission must have been caused by the extraordinary political condition of the Peninsula. If this supposition is incorrect, it is important that the same should be known. He therefore directs me to inquire whether proceedings of the character above mentioned have been instituted, and when and where they will probably take place.

Permit me to assure your excellency that these inquiries are not intended or presented in other than respectful spirit toward the government of Spain. Nevertheless, my Government feels that the maintenance of good relations with Spain depends upon the adherence of the latter to the statements and assurances hitherto given to the United States regarding the abandonment of the objectionable decrees, and upon the disavowal and punishment of those who, under the guise of forms of trial, shocked the civilized world by the executions in Santiago de Cuba.

I have, &c.,

C. CUSHING.

No. 36.

Mr. Cushing to Mr. Fish.

No. 60.]

UNITED STATES LEGATION,
Madrid, July 10, 1874. (Received August 4.)

SIR: I inclose herewith a communication from the minister of state, in reply to my note on the subject of General Burriel.

The disavowal of General Burriel's publication in this communication is positive and explicit, and so, also, is the declaration that the decree issued by Captain-General Dulce was wholly repealed by that of Captain-General Caballero de Rodas.

In what remains of this communication, the minister of state, in assuming that the conduct of General Burriel is to be regarded as but an incident of the capture of the *Virginus*, and so discussed, affords all possible advantage to the United States.

The capture of the *Virginus*, having been a violation of the law of nations, could not of itself impart any authority to the commandant of Santiago de Cuba; that is clear; but, if it were otherwise, in the massacres perpetrated by General Burriel not only did he proceed in violation of the law of nations, but also, as it is now admitted, in violation of the municipal laws of Spain. Hence his criminality is the legitimate and inevitable consequence of any possible view of the circumstances.

It is the more impossible for the Spanish government to escape these

conclusions at the present time, inasmuch as it is earnestly appealing to the sympathy of other governments as against alleged acts of cruelty committed or threatened by the Carlists in the existing civil war.

I propose, therefore, in conformity with instructions, to prepare and present, as soon as possible, a suitable reply to this communication of the minister of state.

I am, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure 2 in No. 60.—Translation.]

Mr. Augusto Ulloa to Mr. Cushing.

MINISTRY OF STATE, *Madrid, July 8, 1874.*

SIR: I have acquainted myself thoroughly with the note you were pleased to address me, under date of the 27th ultimo, with respect to a writing published on the 14th of April in a Madrid journal, and subscribed by Brigadier Burriel, late governor of the Oriental department of the island of Cuba, in which it appears that its author affirms, among other things, that the decree issued by General Dulce, on the 24th of March, 1869, has never been abrogated.

Concerning this portion of your note, I have the honor to state to you that the appreciations and assertions which Mr. Burriel may have deemed it expedient to publish in that or in any other communication to the press of Spain, or of foreign parts, after ceasing to hold the official post he filled in Cuba, are of his own exclusive responsibility, and it does not pertain to the executive power to restrain, in any way whatever, the right, conceded by the laws to every Spanish citizen, of freely emitting his ideas through the medium of the press.

Neither does the government regard as one of its duties the difficult task of correcting the errors into which, voluntarily or unconsciously, those may fall who, devoid of all official character, and on their own private account, may have recourse to the battle-ground of the press to explain their own acts or discuss those of others. But, even were this not so, in the case which now occupies us, this spontaneous intervention on the part of the government, of which you remark the omission, and which that of Washington awaited, considering it as a fulfillment of a duty, would have been, in my judgment, something more than an act contrary to right procedure, (*un acto improprio.*) It would have signified that the veracity and good faith which govern all the declarations of the Spanish government were at the mercy of the assertions of any private party who might make them a subject of controversy, making in consequence an official rectification necessary to re-establish the truth. It would signify, in a word, that what the government of the nation had officially and solemnly notified to the country, and to the representatives of friendly powers, only deserved credit so long as it was not placed in doubt on individual authority, by any person whatever.

As you can do no less than comprehend in your enlightened discernment, the government neither can nor ought to descend, *motu proprio*, to this ground.

The Government of the United States assuredly did not fix its attention on these considerations when it expressed surprise at our delay in spontaneously hastening to correct what had been erroneously said by Brigadier Burriel; but persuaded at last that it was neither just nor possible to expect from the Spanish government the abdication of its decorum or any proceedings contrary to its dignity, it has adopted the right path, in which several friendly nations have already preceded it, by resorting to us directly to obtain fitting explanation, which there is no objection to giving it, and which, on the contrary, I have the greatest satisfaction in communicating to it through the authorized medium of yourself.

As early as the 30th of April, my worthy predecessor in this ministry gave a full explanation of this very matter to Her Britannic Majesty's representative, who was pleased to request it in a note of the 23d of the same month; an explanation which it will suffice for me to reproduce in order to satisfy the desires of the Government of the United States.

As soon as the government had cognizance of the decree issued on the 24th of March, 1869, by General Dulce, it communicated to the same, under date of April 22, the requisite orders, to the end that the decree in question should not take effect, (*para que quedase sin efecto.*) and under the same date it brought this to the knowledge of our representative in Washington, who in his turn imparted it to the Government of the United States.

General Dulce having been relieved, and General Don Antonio Caballero de Rodas having been appointed in his place, one of his first acts was the publication of the decree of the 7th of July, in the preamble of which the orders and decrees of the 18th and 26th of February and the 24th of March, of the same year, were positively declared repealed, (*subrogadas*.) The new decree of General Caballero de Rodas contained six articles; and in view of certain observations which were made to the government respecting the difficulty of applying the prescriptions of the last of the said articles, it was deemed fitting to leave, reduced to five, the enacting clauses of the above-mentioned decree in co-operation with the captain-general of Cuba, of all of which information was given to the United States and to the other friendly nations.

To this succinct statement the Spanish government has only to add the assurance that not one of the captains-general who have succeeded Mr. Caballero de Rodas in the government of the island of Cuba has exhibited the slightest doubt with respect to the repeal and annulment of the decree of the 24th of March, 1869.

With respect to the legislation referring to jurisdiction on the high seas, the Spanish government only regards as in force that established by international maritime law, and accepted by all nations, as well as that agreed upon in existing treaties.

As explicitly as I have had the honor to reply to the two preceding questions, would the Spanish government wish to answer the remaining points contained in your note; but all these being so intimately bound up with the main question of the seizure of the *Virginus*, it would be impossible to do so without prejudging many facts of which proof is still pending, and which, as I have had occasion to state in my note of yesterday, it is best should be previously cleared up and settled. When this is done, each of the two governments, with the loyalty which distinguishes them, will accept for its part the obligations imposed upon them and the rights conceded to them by the final result of this important question.

I improve this opportunity to repeat to you the assurances of my most distinguished consideration.

AUGUSTO ULLOA.

No. 37.

Mr. Fish to Mr. Cushing.

No. 44.]

DEPARTMENT OF STATE,
Washington, July 22, 1874.

SIR: Dispatches addressed by you to this Department, numbered 38, 39, 40, 41, 42, 43, 44, 45, 46, and 47, have been received.

With reference to your No. 44, of the 27th ultimo, relating to the article published by General Burriel in one of the newspapers of Madrid on the 14th of April last, I have to state that your action, as therein set forth, is approved by this Department.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 38.

Mr. Cushing to Mr. Fish.

No. 64.]

LEGATION OF THE UNITED STATES,
Madrid, July 22, 1874. (Received August 18.)

SIR: I inclose herewith a copy of note to the minister of state on the subject of officers, crew, and passengers of the *Virginus*.

On account of some new incidents bearing on the case, I withhold, for a few days, response to Mr. Ulloa's note respecting General Burriel.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

H. Ex. 90—4

[Inclosure in No. 64]

*Mr. Cushing to Mr. Ulloa.*LEGATION OF THE UNITED STATES OF AMERICA,
Madrid, July 21, 1874.

SIR: I have the honor to acknowledge reception of your excellency's note of the 7th instant, in reference to the reparation claimed by the United States in behalf of the crew and passengers of the steamer *Virginus*; and, after according to the matter such due reflection as its importance requires and as respect for your excellency dictates, I beg leave herewith to present the view of the general question entertained by my Government.

* * * * *

These and other pertinent suggestions might be made, I repeat, if the question were an open one; which, however, it is not, it having been explicitly determined by the protocol of November.

Unlawful, therefore, as was the capture of the *Virginus*, prejudicial as this capture was to the maritime rights of all nations of either hemisphere, injurious as it would have been, in the long run, to the interests of Spain herself to have any such pretended right of capture interpolated into the law of nations—nevertheless, and all these premises being admitted, and whilst the mere capture itself would have constituted serious cause of complaint, still, if the Spanish authorities in Cuba had subsequently pursued the course indicated by international law and by the universal practice of nations, that is to say, if they had taken the vessel into port for examination, and for possible trial before a court of admiralty, simply detaining uninjured her crew and passengers meanwhile, in such circumstances the injury done to the United States, although seriously justifying demand of redress, would not have assumed the portentous proportions which it actually did in consequence of the wholesale massacre of her officers, crew, and passengers, perpetrated at Santiago, which shocked the public sense of Europe as well as of America.

It is of these incidents which it is my duty now regretfully to speak, and to characterize them as they deserve, in the name of international law, of humanity, and civilization, by aid of the lights furnished by Spain herself as well as by other governments.

For it was the great fact of the inhuman slaughter in cold blood at Santiago de Cuba of fifty-three human beings, a large number of them citizens of the United States, defenseless persons, shot without lawful trial according either to the law of nations or to treaty, shot without any valid pretension of authority in the laws of Spain herself, and to the horror of the whole civilized world—this it was which produced such intense emotion in the United States, and which placed the two nations in imminent peril of war, so happily averted by the superior wisdom and patriotic discretion of the governments of Spain and the United States.

Your excellency will pardon me for repeating that this act has no conceivable justification, either in the law of nations or in the municipal law of Spain, or in any conventional law; it being, on the contrary, in plain violation of treaty with the United States.

It was a dreadful, a savage act.

Your excellency, I feel sure, cannot condemn this language as too strong for the actual circumstances. For is it not the very language constantly applied at this day, in public documents and debates, to other acts of the same class, and especially to the shooting of defenseless prisoners? Is it not the mere echo of the cry of indignation and of horror which comes up from all Europe, in view of the military execution of twenty-three prisoners at Estella by Dorregary—the lamentable voice, as it were, of the outraged conscience of Christendom—and which still rings in our ears?

Nay, does not the fact of the unjust military execution of a single German subject at Estella inspire all Germany with indignation? And can the United States be silent in face of the equally unjust military execution of many of her citizens at Santiago de Cuba?

Pardon me for thus alluding to incidents of civil war in this country, which, however, have ceased to be domestic incidents, and belong now to the general history of our times, and which, strikingly in contrast as they are with the conduct of the armies of the republic, may not improperly be alluded to here, in view of their manifest pertinence, and at the same time in the spirit of perfect deference for the government of Spain.

Indeed it affords me gratification to witness and to honor the expressed determination on the part of the Spanish government, and of its generals in the field, never to lose sight of the sacred rights of humanity even in the presence of the worst excesses of pitiless war, and in the face of whatsoever provocation.

But that which is wrong at Estella cannot be right at Santiago de Cuba.

I will not cease to believe, therefore, that the government of Spain, manifesting as it does thus conspicuously its utter condemnation of such heinous acts, and providing indemnity for the families of the victims thereof, will in the same spirit of exalted self-respect be prepared to do justice to the present reclamations of the United States.

With which I have the honor to renew to your excellency the assurance of my highest consideration.

C. CUSHING.

No. 39.

Mr. Fish to Mr. Cushing.

No. 37.]

DEPARTMENT OF STATE,
Washington, August 15, 1874.

SIR: Your dispatch No. 60, inclosing a copy of the reply of the minister of state to your note on the subject of General Burriel, is received.

It is satisfactory to know that the information previously communicated to this Department, concerning the repeal of the decree issued on the 24th of March, 1869, by General Dulce was correct, and that the government of Spain in no way supports the statement of General Burriel that the massacre of the passengers, officers, and crew of the *Virginus* was authorized by the terms of a decree in force in the island of Cuba. It may be that it affords an advantage to the United States on this question to regard the conduct of General Burriel simply as an incident of the capture of the *Virginus*, but every delay on the part of the Spanish government, in taking ground against the acts of General Burriel, so justly complained of, and in visiting upon him the displeasure of his own government, is unsatisfactory and is to be regretted.

In the opinion of the President the time has come when the government of Spain should no longer delay the consideration and adjustment of these questions.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 40.

Mr. Fish to Mr. Cushing.

No. 59.]

DEPARTMENT OF STATE,
Washington, August 21, 1874.

SIR: Your dispatch No. 41, inclosing a copy of your note to Mr. Ulloa presenting the reclamation on behalf of the officers, crew, and passengers of the *Virginus*, was received upon the 17th of July. Upon a careful reading of this note to the minister of foreign affairs, it appeared to place the reclamation, even in the case of those who had been executed, principally, if not entirely, on the ground that the capture of the vessel was illegal. While it may be said that, the capture being illegal, reparation must follow for all the subsequent acts, including the executions, at the same time it seemed that great stress might be laid upon the fact, at least so far as American citizens were affected, that such bloody deeds as were enacted at Santiago were contrary to the usages of civilized nations, in violation of treaty obligations, without parallel, and entirely without excuse, and demanded full and com-

plete reparation, entirely apart from the question of the illegality of the capture of the vessel.

* * * * *

The Department is now in receipt of your No. 64, inclosing a copy of your reply to the minister of state. Your reply has been read with care and lively satisfaction. You have very fully and properly exposed the fallacy of the arguments of the minister of foreign affairs looking to further delay in the consideration of the question, and have in terms fitting, and not too severe, denounced the cold-blooded murders of these defenseless people which took place at Santiago. No language can be too severe when applied to these bloody acts.

Your presentation of the case, and the light in which you have placed it, meet with the entire approval of this Department.

It is most disappointing and unsatisfactory to learn, after the presentation of the claim for reclamation had been delayed many months, when ample time had been given for every investigation which could be required, when an opportunity had arisen for the government of Spain to meet the question freed from the excitement which surrounded the acts which were complained of, when even the Spanish government had become loud in its expressions of horror at the execution of defenseless prisoners, in cold blood and without trial, that the answer submitted to your demand for redress for the occurrences at Santiago should be simply a plea for delay.

You will, on proper occasion, express to the government of Spain the strong feeling of this Government, that the questions so fully presented by you should be considered without delay, and that ample reparation, now too long deferred, should be promptly furnished.

This Department awaits with interest your further communication on this question, and the further steps to be taken by you in relation to General Burriel, as indicated in your No. 64.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 41.

Mr. Cushing to Mr. Fish.

No. 106.]

LEGATION OF THE UNITED STATES,
Madrid, September 27, 1874. (Received October 23.)

SIR: I have the honor to inclose herewith copy of a communication addressed by me to the minister of state on the 24th instant, in relation to the affair of Brigadier Burriel.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure in No. 106.]

Mr. Cushing to Mr. Ulloa.

LEGATION OF THE UNITED STATES OF AMERICA,
Madrid, September 24, 1874.

SIR: I find myself constrained, not only in obedience to express general and special instructions of my Government to this effect, but also in the intimate personal con-

viction of the reason and justice of the considerations on which such instructions are founded, to address your excellency again in reference to the acts of Brigadier Burriel, whilst governor of the eastern department of the island of Cuba, and to what he has said or done, since the time of his relief from that charge, and his return to the peninsula.

It affords me sincere gratification to be able to say, in the first place, that the President of the United States does full justice to the frankness and explicitness with which your excellency has been pleased to disavow all responsibility of the Spanish government for the publication made by Brigadier Burriel, in one of the newspapers of Madrid, in April last, in which that person undertook to justify the summary massacre of fifty-three persons of the crew and passengers of the *Virginus*, on the plea of this atrocious act being in conformity with and execution of a certain decree issued by Captain-General Dulce; and for the explicitness and frankness, also, with which your excellency has been pleased, at the same time, to contradict so peremptorily the baseless assertion of that person of the existing force and validity of the decree in question.

In declaring, as your excellency does, that General Dulce's decree was repealed by that of General Caballero de Rodas, and has never since been revived, your excellency justifies the understanding of the Government of the United States in this respect and frees that of Spain of all shadow of suspicion in the premises; which suspicion, indeed, did not exist until awakened by the extraordinary audacity of Brigadier Burriel in assuming to pass over the decree of Captain-General Caballero de Rodas, and fall back on that of General Dulce, in the desperate attempt to extenuate one of the most signal acts of cruelty and barbarity which the present age has witnessed, and which attempt on his part so to cover up his crimes did, in fact, involve imputation either express or implied—but that imputation, happily, a false one—of bad faith on the part of his own government.

It is satisfactory, also, to the President to know, as stated in your excellency's note, that your predecessor in the ministry of state had already given explanations in this matter, to the same effect, in a note addressed by him to the representative of the British government.

Thus, the honorable attitude of the Spanish government in this respect, and its perfect good faith in reference to the repealed decree of Captain-General Dulce, are doubly substantiated, and the honor of Spain is thoroughly vindicated as against the unequal-liable aspersions cast upon it by Brigadier Burriel.

But while authorizing me to express entire satisfaction with the declarations thus far made by your excellency, the President instructs me further to say that the contents of your excellency's note confirm and fortify his opinion that it would be convenient for the Spanish government, in proper regard to the amicable relations of the respective governments concerned, to subject Brigadier Burriel either to summary punishment or to trial by court-martial, as may be most in conformity with the military jurisprudence of Spain.

In reference to this part of the subject it now becomes my duty to submit to your excellency some further observations, specially applicable to the case of Brigadier Burriel as it now stands.

Under false pretense of the subsistence of a decree of Captain-General Dulce, which decree he could not but know had been repealed by Captain-General Caballero de Rodas, this person perpetrates at Santiago de Cuba an act of wholesale ferocity and barbarity, for which no parallel then existed in modern history, or has until now existed previous to the similar acts of atrocity of Dorregary at Estella, and of Saballs at Olot.

Not content with the perpetration of this great crime at Santiago de Cuba, under false pretense of law or superior authority, but without any such justification in fact, as he could not but have perfectly well known, he now, on his return to Spain, presumes to put forward these false pretenses in the form of a solemn appeal to the world, addressed to the highest political and literary journal of Europe, and in so doing impliedly accuses his government, falsely, however, of scandalous breach of good faith in respect of the assurances it had previously given to foreign governments touching the repeal of General Dulce's decree by that of General Caballero de Rodas.

Now, it may be admitted, as your excellency suggests, that it is not *incumbent* on any government to take notice of publications in the newspapers. It will do so, or it will not, in its discretion or in accordance to the seriousness of the circumstances. Thus, in the case of the false rumors set on foot by the enemies of Spain in the United States, respecting the alleged purpose of the Spanish government to cede Puerto Rico to Germany, the Spanish government might well refuse to condescend to contradict the statement officially, unless called upon officially so to do, and so it might leave the falsehood to expire of itself or to be contradicted by the person most directly interested, namely, Admiral Polo de Bernabé, as it has been in such terms of just and honorable indignation.

But suppose—what is otherwise impossible, save as a hypothetical supposition—

suppose that, after being relieved from duty as minister, Admiral Polo himself had been the author of this false rumor, and had propagated it in a solemn communication addressed to the *Revue des Deux Mondes*, if in such a case the Spanish government should not condescend to go into the newspapers to correct false rumor, would it not have something to say to the inventor and propagator of the falsehood, and he an officer high in the military service of Spain?

In like manner when Brigadier Burriel, in the face of the fact that the decree of Captain-General Caballero de Rodas did, in express terms, repeal the decree of General Dulce, and in the face of the further fact that the Spanish government had given to other governments the most explicit assurance of this repeal, and thus, in effect, pledged its faith to the non-existence of the decree of General Dulce; when, I say, in the face of these facts, Brigadier Burriel asserts, in a formal publication, the continued legal existence and effect of that decree, thus impeaching the good faith of his government and offending and insulting the honor of his country, will not the government find some article of the military code of Spain importing condign punishment of the high officer of the army who does this great wrong to his country and his government? I will not enlarge on this topic, because it less directly concerns my Government than the acts perpetrated by Brigadier Burriel at Santiago de Cuba, to which the rest of this note will be dedicated.

Brigadier Burriel had undertaken to maintain that the shooting of unarmed prisoners in the gross, captured on the high seas, and outside, of course, of the territorial waters of Spain, was justified in legal theory by the letter and spirit of the decree of General Dulce.

Your excellency has disposed of this pretended legal justification of the act, by declaring, as good faith induced you to do, that the decree of General Dulce had been repealed by that of General Caballero de Rodas, and did not exist as law at the time of the capture of the *Virginus* and of the execution of her crew and passengers at Santiago de Cuba.

I might well assume, in the absence of this decree of General Dulce, that neither the capture nor the executions were justifiable by any provision of the municipal jurisprudence of Spain.

I go further, and venture to suggest that if there did exist any text of the domestic laws of Spain capable of being forced into this question—I do not stop to inquire if there be any such—I say no provision of local law, if any such there be, could apply to citizens of the United States, or to subjects of Great Britain, found on the high seas, and beyond the jurisdictional waters of Spain.

In this remark I associate, as the note of your excellency does in effect, subjects of Great Britain with citizens of the United States, since it is not only a question between the United States and Spain, but also between Great Britain and Spain; and thus, of imperative necessity, it passes from the narrow domain of municipal law into the higher and broader region of the law of nations.

Your excellency plainly expresses this idea by saying, in the note under consideration, that, “with respect to legislation referring to jurisdiction on the high sea, the Spanish government considers in force only that established by the maritime international law and accepted by all nations, or that stipulated in subsisting treaties.”

In what provision of subsisting treaties or in what text-book of the law of nations can Brigadier Burriel discover any justification or extenuation of these acts? He and other unadvised persons talk loosely about “pirates” and “piracy” in connection with the *Virginus* and her crew and passengers. But these phrases of popular prejudice and superficiality, which may be fit for the columns of angry newspapers, do not belong to the language of diplomacy or jurisprudence. And I take pleasure in recognizing that your excellency declines to descend to the use of any such inappropriate language in the discussion of the case of Brigadier Burriel.

In truth, it is palpably absurd to apply the term “piracy” to the voyage of the *Virginus*, or the term “pirates” to her crew or passengers. The essence of piracy, by the law of nations, as universally defined in the text of all writers on public law and of all books of doctrine and jurisprudence, is *armed cruising for the purpose of pillage and plunder*, without lawful authority of any government. Such persons only are pirates according to the law of nations. And there is no suggestion or pretense that the *Virginus* was fitted out for any such purpose, or that she was armed as a cruiser, or that she ever made, or attempted or intended to make or attempt any capture, prize, pillage, or plunder. Whatever, if anything, there may have been wrongful in the character of the *Virginus*, she was not a piratical ship by the law of nations, nor her officers and crew pirates.

I adopt in this respect the language of the dispatch, applicable to this point, of Earl Granville to Mr. Layard, both because of the clearness and precision of the language of that dispatch, and because of the absolute identity of the relation of the two governments, in this respect, to that of Spain.

“The real ground of complaint, Her Majesty’s government hold,” says Lord Granville, “is that, even assuming the vessel to have been lawfully seized and the crew

properly detained, there was no justification for their summary execution after an irregular proceeding before a drum-head court-martial. No possible aspect of the character of the *Virginus* and her crew could authorize or palliate such conduct on the part of the Cuban authorities. There was no pretense for treating such an expedition as piracy *jure gentium*.

"If the *Virginus* was to be regarded as a vessel practically engaged in a hostile or belligerent enterprise, such treatment would not be justifiable. Much may be excused in acts done under the expectation of instant damage in self-defense by a nation as well as by an individual. But, after the capture of the *Virginus* and the detention of her crew was effected, no pretense of imminent necessity of self-defense could be alleged; and it was the duty of the Spanish authorities to prosecute the offenders in proper form of law, and to have instituted regular proceedings on a definite charge before the execution of the prisoners.

"Her Majesty's government maintain that there was no charge, either known to the law of nations or to any municipal law, under which persons in the situation of the British crew of the *Virginus* could have been justifiably condemned to death.

"They were persons not owing allegiance to Spain; the acts done by them were done out of the jurisdiction of Spain; they were essentially non-combatants in their employment; and they could by no possible construction be liable to the penalty of death."

I assume, therefore, as your excellency does, that here is no question of the municipal law of any country, but only of international right, as settled by theory, practice, or convention.

And, in reasoning with a person of your excellency's enlightenment and large experience in administrative and diplomatic affairs, it would be waste of time here to enter into the consideration of those questions of *assimilated* piracy, which arise out of the local law of sundry governments or special provisions of treaty, none of which apply to the case of the *Virginus*. It is indisputable, in short, that in the eye of the law of nations he only can be characterized as a pirate who puts himself in the condition of *hostis humani generis*—a sea-robber of all mankind. It does not suffice that he should be the private enemy of one government only; as, for instance, Spain, or the United States, or Great Britain.

Why, indeed, should we not fix our attention at once and wholly on the undeniable truth of the case, namely, that if there were anything wrong in the acts or the intention of the *Virginus*, it was only that *quasi* wrong, the relations and consequences of which are thoroughly defined by the law of nations, as understood in all Europe and America, namely, the transportation of military persons or stores, which may subject the vessel or cargo to condemnation, but which never to this day was deemed a cause of shooting the officers and crew as pirates, except in the perverse imagination of Brigadier Burriel.

In fine, it is too plain for contradiction or dispute that the wholesale shootings perpetrated by him at Santiago de Cuba were an act of mere arbitrary military violence, in the highest degree unwise and inexpedient as well as criminal, falling at once into the category of the atrocities committed by the Carlists at Estella, at Cuenca, and at Olot. Historians in all future times will speak in the same accents of horror of the military assassinations of Estella, of Olot, of Cuenca, and of Santiago de Cuba.

The government of President Serrano would repel with indignation the idea that this government, the supreme representation of Spain and the Spanish nation, is to assume the responsibility of those acts of transcendent cruelty on the part of Dorregaray, of Saballs, of Alfonso de Este, although they be Spaniards.

Will not the government of President Serrano in like manner repel all responsibility for the acts of equally transcendent cruelty on the part of Brigadier Burriel, although a Spaniard in the service of a previous government?

Suppose a military officer of Spain to-day, operating against the Carlists in Vizayo, Guipuzcoa, Alava, Navarre, Catalonia, Aragon, Valencia, or Murcia, should arbitrarily shoot in cold blood, with or without pretense of verbal court-martial, fifty-three prisoners of war, whether Carlist-Spaniards, or even Carlist-Frenchmen. What must follow? Would not such officer be subject to immediate destitution and punishment?

Spain has appealed to the world in the eloquent and impressive language of your excellency's diplomatic circular, and even more impressively and by the language of action, in the decrees of the executive power, against the massacres of Estella and Olot. Can she to-day, in the face of these appeals to Europe in condemnation of the barbarities of Dorregaray and Saballs, justify—nay, accept and affirm the barbarities of Burriel, perpetrated, as we know, contrary to the purpose—nay, in violation of the orders of the supreme government of the time?

Permit me respectfully to suggest that, for Spain now to assume such responsibility would not only be a measure of direct affront to the United States, and to Great Britain equally aggrieved with the United States, but indirectly of affront also to Germany, to Austria-Hungary, to Italy, to Portugal, to Belgium, to the Netherlands, and to all the rest of Europe now drawn toward General Serrano's government, not only as repre-

senting the conservatism, but also as representing the civilization of Spain. I cannot suppose that your excellency will entertain the idea that such acts as those under consideration are at any time beneficial to the government in whose name they may have been perpetrated. Such a supposition would carry us back into the times and usages of mere barbarian and savage war, even to worse times than the invasions of Attila and Alaric.

But if a Christian government in the nineteenth century could be tolerated in perpetrating such acts because of any false imagination of the benefits to be derived from them, is it not self-evident that if those acts be to the prejudice of any foreign government, then the government which enjoys the benefit, such as it is, should, with no grudging hand, pay the price of that benefit in reparation of the injured government?

But your excellency will concur with me, I feel sure, in doubting the ultimate usefulness of any wrongful act. Certainly, in the present case, the imaginary immediate advantage to the Spanish colony of Cuba was nowise commensurate with the manifest injury to Spain herself. She has no cause of thanks to Brigadier Burriel.

If the foregoing considerations possess in fact all the cogent force with which they present themselves to my mind, there does not exist that occasion which your excellency supposes for the further discussion of the true legal character of the *Virginus*, preliminary to the trial or punishment of Brigadier Burriel. It is not the capture of the *Virginus* which is here in debate. If, on being captured and taken into Santiago de Cuba, that vessel had been carried before a court of admiralty for regular trial according to law and treaty—if, meanwhile, her officers, crew, and passengers had been held for examination in like manner, according to law and treaty—there would have been nothing in the case, such as there is now, of superlative and surpassing gravity. It was the rash, cruel, lawless, and criminal act of Brigadier Burriel, which raised the case into a perilous international controversy between Spain and the two governments of Great Britain and the United States.

The conclusion is inevitable, that Brigadier Burriel has, by his own deeds of wanton wrong, rendered himself amenable to the penal laws of Spain.

The President of the United States, therefore, has the amplest possible reason to expect that the Spanish government will in due time, and with no unnecessary delay, vindicate her own dignity and her own laws by subjecting to punishment the contumacious officer who, by mingled wickedness and folly, has brought all these calamities upon his country in wantonly giving occasion to the present controversy between Spain and the United States.

I make no account of the rumor that, under present circumstances, Brigadier Burriel can be an aspirant for the cross of San Hermenegildo, the recompense not only of constancy in military service but of untarnished honor—*constancia en la milicia y honor acrisolado*.

The President conceives that that which is expected by him of Spain is no more than what is done by all other governments in like circumstances, and which the United States themselves have done in repeated and signal instances.

The German government did not hesitate to subject to trial by court-martial a distinguished officer of its own, Captain Werner, who, in the performance of an act beneficial to the Spanish government, had apparently trespassed on the sovereign rights of Spain.

Not long since a distinguished and meritorious officer of the Navy of the United States, Captain Collins, also trespassed on the sovereign rights of Brazil, in performing an act beneficial to the United States and involving no actual injury to Brazil. But, on the suggestion of the Brazilian government, he was tried by a court-martial and condemned on the precise charge of a technical violation of the law of nations.

During the same period of time a similar act of trespass on the jurisdictional waters of Spain occurred on the part of another respectable officer of the Navy of the United States, Commander Hunter, and he also was in due time ordered before a court-martial on the charge of a violation of the law of nations to the prejudice of Spain, and was tried, condemned, and sentenced. These proceedings were had quite as much for the vindication of the honor of the United States as for the satisfaction of the Spanish government. It is true, nevertheless, that the Spanish government called for such reparation with the same earnestness that the Government of the United States now calls for reparation in the case of Brigadier Burriel.

Passing over other examples of the same class, it will suffice to refer to one more of conspicuous significance, also occurring in the relations of Spain and the United States.

David Porter was an officer, second only to the highest in rank in the Navy of the United States. He had been pre-eminently distinguished in many famous actions of war, and had attained, deservedly, the universal respect of his countrymen. Being employed in the command of a fleet in the West Indies, for the pursuit there of pirates, genuine pirates—*hostes humani generis*—with which those seas then swarmed, the United States in this respect acting in concert with Spain, Great Britain, and other governments, he did an act, which, although beneficial to Spain, was an act of technical violation of the sovereignty of Spain. For this error he was tried by court-martial on

accusation of violating the law of nations, condemned, and sentenced, in spite of his high rank, great services, and unsurpassed personal popularity.

Assuredly, therefore, what the United States themselves have done, of their own accord, willingly, spontaneously, in like circumstances, in order to render international justice to Spain, it would be no derogation on her part to do for the satisfaction of the United States.

Nay, in the case of Porter, he, with the proud spirit of a gallant soldier, on finding that his act had been impugned, and asserting that he had been guilty of no wrong in the premises, himself demanded that court of inquiry, which resulted in his being tried by court-martial.

Brigadier Burriel has also been guilty of a violation of the law of nations, and of such intensity and aggravation that the inculpatéd acts of Werner, of Collins, of Hunter, of Porter, are but as nothing in comparison. Neither of them had outraged the conscience of mankind, as Burriel did; neither of them had done acts of inhumanity and brutality, like those of Burriel, at the thought of which all men shudder with horror; neither of them had slaughtered helpless captives by the wholesale, as Burriel did; neither of them had perpetrated enormities like those of Burriel, to the eternal disgrace of themselves and to the dishonor of their name and nation, and of the human race itself; neither of them had, like Burriel, by the commission of a crime of monstrous iniquity, but not less of monstrous unwisdom and inexpediency, involved their country in critical conflict with two powerful states; they had not their hands dripping with innocent blood; they had simply committed a technical breach of the rights of national sovereignty to the prejudice of no one and to the benefit of all the world; and yet they were subjected to the rigor of penal law by the voluntary command of their own governments, impelled by motives of national self-respect and of international comity. And shall this Brigadier Burriel go "unwhipped of justice?" Will Spain be less regardful of the claims of international right and comity than other governments? I cannot and I will not believe it of her.

And what an example is not that of Porter for Brigadier Burriel? If he be the man of honor which an officer of his rank in the army of Spain should be; if he be, as he professes, confident of the rightfulness of his acts, should he not, instead of filling the newspapers with shallow and disingenuous arguments on the subject, manfully come forward and demand a trial by a court of his peers, and thus, by the only appropriate means, vindicate his character, if it admits of vindication, and also relieve his government and his country of the painful controversy which he has brought on between Spain on the one hand, and on the other the United States and Great Britain?

Juan Burriel, I repeat, might well imitate the example thus set to him, and this without any diminution of personal dignity; for he needs to live many years of a higher life than heretofore, and to fill those years with loftier achievements, in order to approach to the brilliant military fame and the personal authority and popularity of David Porter.

I assure your excellency that nothing could be more unwelcome to me than the duty of submitting these observations to the attention of the Spanish government. But it is a duty, the performance of which has been the necessary and unavoidable result of the conduct of Brigadier Burriel. On his head be the blame. And I sincerely trust that, even without any necessity on your part of prejudging the imputed blood-guiltiness of Brigadier Burriel, your excellency will perceive, in the arguments submitted by me, and especially in the examples cited, of what other governments, including the United States, have been accustomed to do in the same circumstances, abundant justification for such action in the premises on the part of the Spanish government as, while adding new luster to the proverbial honor of Spain, shall tend to strengthen the ties of international amity between her and the United States.

I avail myself of this occasion to tender to your excellency the assurance of my highest consideration.

C. CUSHING.

His Excellency the MINISTER OF STATE.

No. 42.

Mr. Fish to Mr. Cushing.

No. 84.]

DEPARTMENT OF STATE,
Washington, October 29, 1874.

SIR: Your dispatch No. 106, dated September 27, transmitting a copy of your note to the minister of state, further urging the prosecution and punishment of General Burriel, has been read with satisfaction and approval.

It is noticed that no direct reference is made to the stipulations to the protocol of November 29, as follows:

"It being understood that Spain will proceed according to the second proposition made to General Sickles, and communicated in his telegram read to Admiral Polo on the 27th instant, to investigate the conduct of those of her authorities who have infringed Spanish laws or treaty obligations, and will arraign them before competent courts, and inflict punishment on those who may have offended."

The second proposition made to General Sickles was as follows:

"So, if it be proved that, in the proceedings or sentences pronounced against foreigners by the authorities of Santiago de Cuba, there has been an essential failure to comply with the provisions of our legislation or of treaties the government will arraign those authorities before the competent tribunals."

By the terms of the protocol the government of Spain bound itself, now almost a year ago, to investigate whether General Burriel had infringed Spanish laws or treaty obligations in his barbarous and cruel acts. There is no evidence that any investigation has been commenced, and the facts may be said to be all admitted. The decision upon this question ought not to be delayed, and is not, by the terms of the protocol or otherwise, dependent on any other question. It is deemed important that the government of Spain should meet this question, and decide whether General Burriel did or did not infringe Spanish law and treaty obligations by his acts at Santiago. There can be but one answer to this question, and it is believed that the government of the United States may properly insist that it be decided.

I am, &c.,

HAMILTON FISH.

CABEL CUSHING, Esq.,
&c., &c., &c.

No. 43.

Mr. Cushing to Mr. Fish.

No. 171.]

LEGATION OF THE UNITED STATES,
Madrid, December 1, 1874. (Received December 26.)

SIR: I inclose herewith copy of a note addressed by me to Mr. Ulloa, yesterday, insisting on the arraignment, in conformity with stipulation by protocol, of local authorities implicated in the transactions at Santiago de Cuba. I trust nothing will have been lost by the omission to make this point in previous notes. Indeed, it seems to me quite opportune at the present time.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure 1 in No. 171.]

Mr. Cushing to Mr. Ulloa.

LEGATION OF THE UNITED STATES OF AMERICA.

Madrid, November 30, 1874.

SIR: I have received instructions to call the attention of your excellency, in connection with pending negotiations, to certain stipulations of the protocol of November 29th, 1873, as follows:

"It being understood that Spain will proceed according to the second proposition made

to General Sickles, and communicated in his telegram read to Admiral Polo on the 27th instant, to investigate the conduct of those of her authorities who have infringed Spanish laws or treaty obligations, and will arraign them before competent courts, and inflict punishment on those who may have offended."

The second proposition made to General Sickles was as follows :

"So, if it be proved that, in the proceedings or sentences pronounced against foreigners by the authorities of Santiago de Cuba, there has been an essential failure to comply with the provisions of our legislation or of treaties, the Spanish government will arraign those authorities before the competent tribunals."

It is to be observed that the above stipulation on the part of the Spanish government is definite and precise, and that it is not, by the terms of the protocol or otherwise, dependent on any other question.

And it is further to be noted that the particular stipulation assumes that the Spanish government will, of its own motion, arraign the offending authorities before the competent tribunals, provided it should be proved that, in the proceedings against foreigners at Santiago de Cuba, there was an essential failure to comply with the provisions of the legislation of Spain or of her treaties with other governments.

As a question of construction, it seems to me to be the manifest intent of the protocol that the illegality of the proceedings in question is to be ascertained by the spontaneous act of the Spanish government. "It being understood" (are the words) "that Spain will proceed * * * to investigate," &c.

I assume that such failure, if not otherwise apparent to the Spanish government, has been fully established in the communications on the subject, especially that of September 24th, regarding Brigadier Burriel, which I have had the honor heretofore to address to your excellency.

Hence, if (which I cannot admit) there be room to infer, from the tenor of the "second proposition" above cited, that it might be incumbent on the United States to show to the Spanish government the illegality of the proceedings at Santiago de Cuba, and that the Spanish government might, in strict right, wait for such manifestation, that has now been done, and, according to the express and explicit terms of the stipulation, it would now devolve on the Spanish government to "arraign those authorities before the competent tribunals."

Permit me to add, that I have been informed, and have good occasion to believe, that on this point the Spanish government at the time consulted the Señores Canovas, Calderon Collantes, Alonso Martinez, Necedal, Rivero, Martos, Alvarez, (D. Cerilo,) Duque de la Torre, and Marquis del Duero, and that all these eminent personages were unanimously of opinion that there was no legal justification for proceedings such as had been had at Santiago de Cuba.

In view, therefore, of the established illegality of those proceedings, my Government feels authorized to expect that the action in the premises, stipulated by the Spanish government, will, as a matter of course, now take place, as one of the elements of the full and final settlement between the two governments of this painful controversy. I have regarded it as due to the frankness which has presided over all our official intercourse, to our mutual earnest desires and hopes of accommodation, and to the confidence, on my part, in the good faith of the Spanish government, which I have constantly expressed to my own, to submit the suggestions to your excellency at this time.

I avail myself of this occasion again to offer to your excellency the assurance of my highest consideration.

C. CUSHING.

No. 44.

Mr. Cushing to Mr. Fish.

[Telegram.]

MADRID, December 4, 1874.

Fish, Secretary of State, Washington :

* * * * *

Regarding Burriel, Mr. Ulloa says substantially :

With reference to your note of 30th November, expressing the desire of the United States to see protocol fulfilled respecting second proposition of Sickles, Spain desires and is ready to adhere faithfully to protocol, and will give orders that inquiry shall be instituted by the competent tribunals as to conduct of authorities at Santiago in trial and execution of American citizens, exacting of them due responsibility for

infringement of Spanish laws or treaties. The judicial power being independent of the executive, no responsibility rests on the latter for judicial acts of the tribunals of Santiago, which have operated within their attributions, and are only subject to such responsibility as may be exacted of them in the *juicio de residencia*, the only competent tribunal, even though the government, on December 26, separated Burriel from his command.

* * * * *

CUSHING.

No. 45.

Mr. Cushing to Mr. Fish.

No. 177.]

LEGATION OF THE UNITED STATES,
Madrid, December 5, 1874. (Received December 21.)

SIR: I inclose herewith translation of an official note from the minister of state, * * * *

I am compelled to postpone * * * some observations which have occurred to me on the subject.

* * * * *

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure I, in No. 177.—Translation.—Extract.]

Mr. Augusto Ulloa to Mr. C. Cushing.

MINISTRY OF STATE,
Madrid, December 3, 1874. (Received December 3, 1874—12 night.)

* * * The terrible consequences which the rash and criminal expedition of the *Virginius* has had for some of the unhappy persons who were on board—consequences which the orders of the executive power could not avert, being unfortunately received in Santiago de Cuba too late by reason of the interruption of the telegraph lines by the insurgents—could not do less than move the generous sentiments of the Spanish government, so painfully situated between the strict fulfillment of the laws in special circumstances, and the impulses of humanity and of commiseration common to all honorable men, but which should be violently stifled before the imperious voice of duty and the defense of the high interests confided to the public powers.

That duty fulfilled, sentiments of humanity may still recover all their force, and endeavor to seek, not a remedy for an irreparable punishment, but alleviation and consolation for those persons who, without having had part in the commission of the crime, participate fatally in the terrible consequences of the expiation imposed by law. * * * *

It remains to me to answer, Mr. Minister, the last note which, under date of the 30th ultimo, you have been pleased to address me, and in which you express to me the desire of the Government of Washington to see the fulfillment of the article of the protocol of November 29, 1873. * * * *

The government desires and is prepared to fulfill in every point all the stipulations contained in the protocol of the 29th of November, 1873; and considering the contents of the second proposition made by your predecessor as one of the elements of the complete and final settlement of the question which occupies us, it will proceed to give the proper orders, to the end that by the competent tribunal shall be instituted an inquiry with respect to the conduct of the authorities of Santiago de Cuba who intervened in the conduct of the trial and sentence of the American citizens who were executed in that city, exacting of them the responsibility which they may have incurred for infractions of law or of international treaties. You are not unaware that one of the bases of our

political constitution is the independence of the judicial power and the liberty of action with which it performs its functions within its own sphere, without the least intervention of the other powers; and you will understand, therefore, that no responsibility whatever can have rested on the government, as the executive power, either in the proceedings or in the judgment of the tribunals of Santiago de Cuba, which have operated within the circle of their attributions, although of course subject to the responsibility borne of the self-same independence of their functions, and which may be exacted of them in the *juicio de residencia*,* which is the competent jurisdiction; although the government *motu proprio* decreed on the 26th of December, 1873, that is, consequent upon the affair of Santiago, the removal from command of Brigadier Burriel, then comandante-general of the eastern department of the island of Cuba.

AUGUSTO ULLOA.

The MINISTER PLENIPOTENTIARY of the United States.

No. 46.

Mr. Fish to Mr. Cushing.

[Telegram.]

DEPARTMENT OF STATE,
Washington, December 7, 1874.

Third. On third point Spain seems to claim that the investigation into the conduct of authorities at Santiago must be made by courts whose independence of action from political or military control is asserted. This is inconsistent with the practice which has been pursued in Cuba, and with rights which have been asserted to enforce martial law.

Burriel justified his acts under an alleged extraordinary decree which had been issued, but revoked. He did not profess to act, nor did he proceed, under ordinary judicial proceedings.

It is, therefore, illogical to claim that the investigation must be through the ordinary judicial channels.

You will take care on this point that Spain is not released from, and does not change, her engagement under the protocol signed with Polo, which ought to have been fulfilled many months ago.

FISH,
Secretary.

No. 47.

Mr. Fish to Mr. Cushing.

No. 108.]

DEPARTMENT OF STATE,
Washington, December 30, 1874.

SIR: Your dispatch No. 177, with which was inclosed a copy of the elaborate note of Mr. Ulloa on the question of the *Virginus*, in reply to your communications, and of his private note forwarded at the same

* The investigation instituted with respect to one who has held public office as to his conduct in the discharge of his duties. The investigating court combines inquisitorial and punitive functions.—C. C.

time, has been received. I have read the note of Mr. Ulloa with interest and careful attention.

While I cannot agree with many of his assumptions and arguments, I must express satisfaction with its general tone and tendency, and with its temper and conciliatory expressions.

In this view, it is in marked contrast with some of the papers which have in the past emanated from the officials of Spain.

* * * * *

I must, however, express my regret that Mr. Ulloa should have deemed it necessary, even if in deference to public feeling in Spain, to refer to the executions at Santiago as "the strict fulfillment of the laws in special circumstances," or as called for by "the imperious voice of duty," or to take from the moral effect of the indemnity proposed by characterizing the reparation as actuated by sentiments of pity consequent on a "duty fulfilled," and as caused by a desire to alleviate the misfortunes of those who suffer through punishment imposed on others by the law. I could have hoped that a review of all the facts attending the executions, and a consideration at this late day of those barbarous and cruel acts, happily without parallel, would have deterred the accomplished minister of state from the use of any expressions, and from allowing himself to be committed to any view, tending to justify those executions.

* * * * *

Without considering what supposed necessity may demand such an apparent justification, I cannot but believe that, had Spain joined the civilized world in a denunciation of these executions, and had she long since visited prompt and effective punishment on the guilty parties, the moral support she would have gained thereby would have largely exceeded any corresponding detriment.

* * * * *

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 48.

Mr. Fish to Mr. Cushing.

129.]

DEPARTMENT OF STATE,
Washington, February 19, 1875.

SIR: I have read your No. 238 with lively satisfaction. * * * In this connection, and particularly because it is of great importance that this controversy, once settled, should be finally determined, I allude to the matter of the punishment of General Burriel.

It will be remembered that, by the protocol of November 29, Spain bound herself to proceed, according to the second proposal made to General Sickles, to investigate the conduct of those of her authorities who had infringed Spanish laws or treaty obligations, and to arraign and punish them therefor. I am aware that Mr. Ulloa, in his note of December 3, informed you that the Spanish government would proceed to give proper orders for an inquiry respecting the conduct of these authorities in reference to the trial and sentence of the citizens of the United States, discussing at the same time the independence of the judicial power

within its own sphere. As to what steps have been taken in that direction, I am not informed; but if it be conceded that the executions and the contemporary proceedings were wholly indefensible, so much so that the president of the council and the minister of state are unwilling to be considered as justifying or defending them, is not any formal inquiry, with all the attendant delay, and with the bad effect of a want of complete adjustment, simply injurious and futile?

If the new government of Spain frankly avows that indemnity cannot be refused, and that it will not permit a longer withholding of reparation for this wrong, will it hesitate and delay punishment of the great offender, who not only put to death fifty-three of his fellow-creatures under circumstances exceptionally brutal and cruel, but who, long after the occurrence, paraded his share in the murders before the civilized world in a labored article, and falsely pretended that a decree, known to have been repealed, furnished him a justification?

I am unwilling to believe that Mr. Castro can be less frank and outspoken in reference to the punishing of General Burriel than to this question of indemnity; and I am quite as unwilling to think that the result of any inquiry can fail to coincide with the universal sentiment upon this question. In view of the fact that the present ministry has really denounced the acts and offered reparation, that the former ministers of Spain have at all times denounced similar acts committed in their own country, and that the civilized world has long since recorded its judgment, I must express the earnest hope that while a further presentation of this matter should not embarrass or delay the settlement about to be made, that upon a presentation at the proper time, the government of Spain will feel not only ready but desirous of putting an end to this entire controversy, and promptly punishing this chief offender; and I cannot imagine any more proper time for this most proper act than the earliest moment when the punishment can be inflicted.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 49.

Mr. Cushing to Mr. Fish.

No. 388.]

LEGATION OF THE UNITED STATES,
Madrid, May 17, 1875. (Received June 3.)

SIR: I have made only incidental reference to Brigadier Burriel in recent dispatches; but I have not lost sight of him, or, I might rather say, of his case; for he himself has quite disappeared from public view, having slunk away, it is said, into some obscure corner of Galicia. In fact, the whole affair has proved, as it ought, to be a calamitous one to him. Although some of his friends timidly suggest in his behalf that he acted under a mistaken sense of duty, still the reprobation excited by similar acts on the part of the Carlists, such as the affair of Olot and that of Cuenca, neutralizes all efforts to justify or extenuate his conduct.

You will readily conceive that considerations of public policy on the part of the government, both that of President Serrano and that of King Alphonso, will have tended to produce condemnation of all such acts;

and the public indignation is kept alive by new incidents. Thus, not long since, the Carlist chief, Mendiri, shot by decimation a number of prisoners at Estella, on some frivolous cause of complaint, for the purpose of terrorizing the soldiers of the army of the north. Everybody is rejoicing to learn that the German government, on the application of Spain, ordered the extradition of D. Alphonso de Este, because of the acts perpetrated by him at Cuenca; and that, for the same cause, the inhabitants of Gratz, in Styria, where he had taken refuge, have mobbed him and his wife in the streets, driven him out of the cathedral, and attacked him in his dwelling-house.

In these circumstances, the Spanish government is neither disposed nor able to defend military executions; and tempted, as it has been, to retaliate in the same way on the Carlists, it abstains, and limits itself to issuing an order for the transportation of a certain number of Carlist prisoners in retorsion of the execution of soldiers of the government. Thus it is that, while nobody can efficiently defend Burriel, he remains without promotion; humiliated by seeing that his government is humiliated on account of his acts, and is forced, as it were, to throw a mantle of gold over the blood he shed, by paying heavy sums to the United States and to Great Britain for the relief of the families of the victims of Santiago de Cuba, and subject himself to the process of *residencia*. Of course, the government looks with no friendly eye on an officer who has drawn upon it so much reproach, exposed it to so much complaint and tribulation, and thrown upon it so much expenditure. Knowing that his case was before a council of war, it did not seem to be necessary to do more than allude to it occasionally with Mr. Castro, while the matter of the indemnity was on the carpet.

* * * I shall have been on official duty here just one year on the 30th instant; and I trust, ere that day arrives, to be able to report to you a solution in principle, if not in detail and fact, of all our reclamations against Spain.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

No. 50.

Mr. Fish to Mr. Cushing.

No. 185.]

DEPARTMENT OF STATE,
Washington, June 4, 1875.

SIR: Your No. 388 has been received. I congratulate you upon what has been accomplished during the year of your stay in Madrid, and hope you may not be disappointed in your expectation of a speedy and satisfactory solution of all outstanding reclamations.

Concerning the case of General Burriel, to which you principally refer, it is quite natural that he should have retired from Madrid, and should desire to avoid publicity.

After indemnity has been paid for acts which he claimed were justified by the authority of his government, and after the enormity of military executions elsewhere has been brought home to the Spanish people, when practiced by the Carlists on their own soil, it must be expected that he would cease to be a prominent figure, and retire, temporarily or

permanently, into obscurity. Still, under these circumstances, obscurity is a refuge, not a punishment. During all this negotiation I have been of the opinion that the government of Spain, both on account of the positive agreement in the protocol, and on general grounds, ought not to allow the principal offender to remain unpunished.

I am still of this opinion. Moreover, it seems to me to be greatly to the interest of both countries that no one should be afforded the opportunity of saying that Spain has left an important part of the protocol unfulfilled.

At the same time I am quite content to leave the question as to the manner and time of its further presentation, to your good judgment.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 51.

Mr. Cushing to Mr. Fish.

[Telegram.]

MADRID, August 23, 1875.

* * * * *

Matter of Burriel is under discussion between Minister of State and myself. Copy of note and report of several personal interviews by mail.

CUSHING.

No. 52.

Mr. Cushing to Mr. Fish.

No. 487.]

LEGATION OF THE UNITED STATES,
Madrid, August 23, 1875. (Received September 9.)

SIR: I was greatly surprised to learn, by the newspapers of the 3d instant, that Brigadier Burriel had been promoted.

I immediately sought interview with the minister of state in the purpose of calling for explanations; but, in consequence of his almost continued absence at San Ildefonso, with his family, it was not until after several efforts that I secured an interview, by appointment, on Saturday, the 14th. I then expressed to him in strong terms my regret and surprise on hearing of the promotion of Burriel. He replied that the information of it had surprised him as much as myself; * * * that it had been done by the minister of war during his absence; that he would bring the subject before the council of ministers, which was then about to assemble, and would call at my house on the morning of the next day, (Sunday,) the 15th, in order to consider the subject at length.

* * * * *

At that interview I entered at length into the whole matter, recalling to his attention the terms of the protocol of November, 1873, and the subsequent assurances of the resiliation of Burriel, with appropriate comments; all of which it is unnecessary for me to repeat, as what I said was afterward put in writing, with more detail and precision, in the note of which a copy is annexed.

H. Ex. 90—5

Mr. Castro replied, admitting the force of my suggestions, and declaring that the government of His Majesty was fully aware of, and would perform, all its engagements to the American Government in the premises; that the promotion of Burriel had for its only motive the deficiency of competent officers of his grade and the overpowering necessities of the war; and that the amplest explanations on this point would be given for the satisfaction of the United States. I told him that, in my opinion, the exceeding gravity of the subject required that it should not be left to mere verbal explanation, but should be discussed in writing, in which he concurred.

On Tuesday, the 17th instant, I called, by appointment, to inform him that I had prepared a note for presentation, but nothing of importance then occurred, he being in fact on the point of starting for San Ildefonso; in consideration of which it was agreed that we should meet again on Saturday, the 21st, afterward deferred, at his written request, to Sunday, the 22d.

Meanwhile, to prevent delays, suggestion had been made in the proper quarter to have a translation of my note made immediately. I called, by appointment, on Sunday (yesterday, the 22d,) and found the minister of state with a translation of my note before him.

His first observation was that he thought the language of my note rather severe. I replied that the circumstances seemed to me to require of me to speak in plainness; that we had succeeded in disposing of the indemnity question by plain speaking on both sides, and might well pursue the same course on this occasion, in which he acquiesced.

* * * * *

In so far as regards Burriel, I have before me your instruction (No. 185) of June 4. The discretion you there commit to me will be sparingly exercised, and rather in respect of incidental points than of the groundwork of arrangement.

* * * * *

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure 1 in No. 487.]

Mr. Cushing to Mr. Castro.

LEGATION OF THE UNITED STATES,
Madrid, August 18, 1875.

SIR: It has been to me the occasion of great surprise to learn, through the medium of the public prints, that D. Juan Burriel has been promoted from the grade of brigadier to that of mariscal de campo in the military service of Spain, and the intelligence will be received with equal surprise by my Government.

As a general rule, it is true, neither my Government nor myself would concern itself in regard to promotion or other changes in the officiality, military or civil, of the Spanish government.

And my Government might hesitate to go beyond the point of informal or friendly suggestion, if so far, in the case of the bestowment of military honors by a foreign government on a subject who should merely have drawn to himself the attention of the world by acts of exceptional violence, cruelty, or inhumanity as an officer or as a man. Nor would the simple fact that D. Juan Burriel, in the wholesale execution at Santiago de Cuba of numerous passengers and crew of the ill-fated *Virginus*, raised a cry of horror throughout Europe and America not surpassed in loudness or intensity by that which the similar acts of atrocity of Seballo at Olot, or of Alphonsode Este at Cuenca, produced, have required me to make his promotion the object of the present communication. Nor is this communication induced by the mere circumstance that all the persons whose lives were thus taken by D. Juan Burriel were captured on the high seas under

the flag of the United States, and that many of them were citizens thereof, executed as my Government conceives, by judgments passed in violation of express treaty, as well as of public law.

These considerations might, indeed, have sufficed of themselves to justify remonstrance on the part of my Government against the bestowment of promotion on D. Juan Burriel. But the question has passed beyond that point.

It cannot be forgotten that in view of these occurrences the Spanish government expressly engaged "to investigate the conduct of those of her authorities who have infringed Spanish laws or treaty obligations, (in the said occurrences,) and will arraign them before competent courts and inflict punishment on those who may have offended." It cannot be forgotten that the Spanish government has already paid considerable sums of money to the governments of Great Britain and the United States for the satisfaction of the families or the persons of the subjects or citizens of those governments aggrieved by the acts of D. Juan Burriel at Santiago de Cuba.

It cannot be forgotten that the Spanish government, in view of the representations made by that of the United States, expressly engaged "to give the opportune orders to the effect that by the competent tribunal should be instituted an information respecting the conduct of the authorities of Santiago de Cuba, which intervened in the substantiation of the process and sentence of the citizens of the United States who were executed in that place, exacting of those authorities the responsibility which they may have incurred by infraction of law or of treaty obligations;" that is to say, as repeatedly explained orally and in writing, by subjecting those authorities, especially D. Juan Burriel, to the "*juicio de residencia*." In making these engagements the Spanish government reminded that of the United States of the separation between judicial and executive functions in Spain, and the consequent necessity of *judicial* proceedings, according to law, against D. Juan Burriel. My Government willingly accepted this explanation as having reference to doctrines of constitutional law, such as prevail in the United States. It was satisfied with the general engagement of Spain to "investigate" and to "arraign" the parties before "competent courts." It was satisfied with the special engagement of Spain to subject the inculpatd parties to the "*juicio de residencia*" as the only competent legal jurisdiction.

And it patiently awaited the result, confiding without reserve in the good faith of the Spanish government.

In the presence of these premises and considerations, my Government will of necessity presume that the stipulated investigation of the conduct of D. Juan Burriel, and his submission to the "*juicio de residencia*," have resulted in acquitting him, not only of any violation of the municipal law of Spain, but also of any infringement of treaty stipulations; a decision that is in conflict with the explicit stipulations of treaty between the United States and Spain. I should be wanting in accustomed frankness toward your excellency were I to suppress the expression of opinion that, even in this view of the circumstances, the situation is grave, very grave; since, by the universally received rule of the modern law of nations, the final judgment even of a competent court may be the subject of diplomatic complaint and reclamation as for denial of justice. And the situation will wear an aspect of still greater gravity, if, in the absence of any such acquittal of D. Juan Burriel, the Spanish government, notwithstanding such general engagement of arraignment to the end of punishment, and such special engagement of arraignment by *residencia*, shall have selected that officer for promotion on the assumption of the commendableness of his acts at Santiago de Cuba.

I therefore solicitously await your excellency's explanations of this untoward and unexpected circumstance.

I purposely confine myself in this note to the discussion of the specific subject; but I cannot forbear to say that the present incident (whatever may come of it) renders it urgent that we should take up, and, if possible, adjust the treaty question (with its adjuncts) which lies at the foundation of this protracted and still perilous controversy between our respective governments.

I have the honor to renew to your excellency the assurance of my most distinguished consideration.

C. CUSHING.

His Excellency the MINISTER OF STATE.

No. 53.

Mr. Cushing to Mr. Fish.

No. 492.]

UNITED STATES LEGATION IN SPAIN,
San Ildefonso, August 25, 1875. (Received September 13.)

SIR: I had hoped to be able to transmit to you, with my note of the 18th, the reply of the minister of state; but the latter did not come in at the expected time.

I now inclose copy and translation of Mr. Castro's note, with my rejoinder, in the purpose of keeping you punctually advised of all the successive steps of the pending negotiation, especially in the new aspect it has assumed.

I anticipate interview with Mr. Castro this evening or to-morrow morning.

I am, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure 2 in No. 492.—Translation.]

Mr. Castro to Mr. Cushing.

MINISTRY OF STATE,

The Palace, August 23, 1875. (Received August 25.)

MOST EXCELLENT SIR: I have acquainted myself fully with the note your excellency has been pleased to address to me on the 18th of the present month in consequence of the promotion to the rank of mariscal de campo obtained by the brigadier of the Spanish army, Don Juan Burriel. Your excellency lays down, and recognizes as a general rule, that neither your excellency, nor your Government, may interfere in the changes and promotions which the government of which I have the honor to form part, may deem it convenient to order and carry into effect with respect to the military or civil functionaries dependent upon it, and in obedience to this incontrovertible principle you give assurance that your Government might have hesitated to go beyond the limits of some purely friendly indication in the case of the concession of military honors on the part of a foreign government to subjects who might have attracted attention to themselves by reason of acts of exceptional cruelty or violence. But, referring thereupon to the case of Don Juan Burriel, which gives motive to your communication, and with reference to the executions ordered by the same in Santiago de Cuba, and of the reclamations of which they were the object, you recall the compromises contracted by the Spanish government to submit to a formal investigation the conduct of the authorities who, in those melancholy occurrences, might have infringed the laws of the land or the obligations of treaties, imposing upon them the punishments to which they might have rendered themselves amenable, if in effect they were proved to be culpable.

The government of His Majesty which voluntarily contracted the compromises which your excellency justly invokes, recalls them likewise, in its turn, and finds itself firmly resolved to fulfill them, without the higher grade to which General Burriel has been elevated exempting him from the responsibility he may have contracted, or either augmenting or diminishing his means of defense,

In effect, if the necessities of the war and of army organization on the one hand, and, on the other, the consideration that it was not allowable to the government to anticipate in a certain sense the result of the pending judgment, counseled it to promote to the next higher grade a general officer, neither with reference to that has it been possible to take into account the memories evoked by your excellency, nor can the act to which you refer have the least influence on the consequences of the investigation, which continues pending, or on the *juicio de residencia* to which it may give occasion.

Both matters are following, and will follow, their due course, without other delays than those inevitable in this class of proceedings. Justice will pronounce its judgment, and be this what it may, the government of His Majesty will enforce its execution without other considerations than those imposed upon it by its own dignity and the rigorous fulfillment of its pact.

I believe, Mr. Minister, that these frank explanations will be sufficient to demonstrate to your excellency the true and only character of the step to which you have deemed it convenient to call my attention; and as for the urgency of bringing to the most speedy termination possible the affair, of which the fact which now occupies us is only a mere, although important, incident, the government of His Majesty shares fully in this opinion, and will omit none of the means within its reach to the end that your desires may remain speedily satisfied. With this object it has already incited the zeal of the high consultative body, to whose elevated and impartial criterion are already submitted the acts which have originally given origin to the present controversy.

I improve this opportunity to repeat to your excellency the assurances of my most distinguished consideration.

A. CASTRO.

THE MINISTER PLENIPOTENTIARY OF THE UNITED STATES.

[Inclosure 3 in No. 492.]

*Mr. Cushing to Mr. Castro.*LEGATION OF THE UNITED STATES OF AMERICA,
San Ildefonso, August 25, 1875.

SIR: I have the honor to acknowledge the reception of your excellency's note of the 23d instant, in response to mine of the 18th, on the subject of D. Juan Burriel.

The tenor and general spirit of its contents afford me a great satisfaction, and they will, I am sure, be regarded in the same light by my Government.

It is particularly satisfactory to learn that the government of His Majesty, by its own voluntary act, has participated in the compromises referred to in my note, and that it is resolved to comply therewith; without the fact of the promotion of General Burriel having been designed or being allowed to exercise any influence to the prejudice of the pending preliminary investigation in this behalf, or to that of the *juicio de residencia* to which that investigation may give occasion, or of the judgment which may ensue. I had confided in the manifestations of good faith heretofore exhibited by His Majesty's government in its negotiations with the United States so far as to be prepared to expect from your excellency the assurances now with such honorable frankness expressly given to this effect.

Indeed, investigations of this class have been so frequent in the history of Spain, as applied, not only to subordinate governors, but also to the highest functionaries of her possessions of Ultramar, and they constitute a peculiar feature of public administration so creditable to her national policy, that it seems to me impossible to suppose that His Majesty's government could accord to D. Juan Burriel exemption from inquiries to which a Cortes, a Mendoza, or a Revilla-gigedo had been subjected, especially when ample cause therefor existed in complaints to that end on the part of a friendly government. I can well conceive, also, that in the unhappy civil war which to my own deep regret now afflicts Spain, His Majesty's government should feel that every officer of the army owes a paramount debt of patriotism to his country, which he might be called upon to discharge according to his capacity, notwithstanding the pendency of charges respecting his administrative conduct in another field of action. Nevertheless, your excellency, accustomed as you are to responsibilities of public trusts, and conscientiously punctilious as you are in the performance of them, cannot fail to perceive how incumbent on me it was to call attention to the subject, in view not merely of the promotion of D. Juan Burriel, but of circumstances attending it which are susceptible of the construction of implying favorable pre-judgment of his acts at Santiago de Cuba.

Finally, I assure your excellency of the hearty co-operation which it will be my great pleasure to render in a concurrent endeavor on our part to adjust, once for all, the outstanding points of controversy between our respective governments, in the confident belief that it is in our power thus to be of commendable service to both of them, and in the earnest personal aspiration of being able to resign my present official functions in due time without leaving a shade to remain on the friendly intelligence of Spain and the United States.

I avail myself of this opportunity to repeat to your excellency the assurance of my most distinguished consideration.

C. CUSHING.

His Excellency the MINISTER OF STATE.

No. 54.

Mr. Cushing to Mr. Fish.

No. 497.]

LEGATION OF THE UNITED STATES,
Madrid, August 31, 1875. (Received September 23.)

SIR: In my dispatch to you, No. 487, of the 23d, I reported the statement of the minister of state that the promotion of Brigadier Burriel had been made in his absence and without his knowledge. I now remember that he also said it was done in the absence of the minister of Ultramar. * * * *

It has afforded me satisfaction * * * to receive information that the promotion was made * * * in the absence and without the knowledge * * * of the proprietary minister, General Jovellar.

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

No. 55.

Mr. Fish to Mr. Cushing.

No. 238.]

DEPARTMENT OF STATE,
Washington, September 22, 1875.

SIR:

* * * * *

Your proceedings, as set forth in your No. 492, of the 25th ultimo, in regard to the promotion of General Burriel, are approved by this Department.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 56.

Mr. Fish to Mr. Cushing.

[Telegram.]

WASHINGTON, September 28, 1875.

The promotion of Burriel, and omission to observe the engagement to investigate, involve very grave consequences, and cannot be considered other than a serious disregard of the obligations of Spain to this Government.*

FISH, *Secretary.*

No. 57.

Mr. Cushing to Mr. Fish.

[Telegram.]

MADRID, September 29, 1875.

Telegraph of twenty-eighth received; shall I take new steps on it at once, or wait for specific instructions on my numbers four eighty-seven, four ninety-two, and five-hundred one.

CUSHING.

No. 58.

Mr. Fish to Mr. Cushing.

[Telegram.]

WASHINGTON, October 1, 1875.

Remonstrate strenuously against preferment; urge compliance with protocol and promises.

FISH, *Secretary.*

No. 59.

Mr. Cushing to Mr. Fish.

No. 579.]

LEGATION OF THE UNITED STATES,
Madrid, October 6, 1875. (Received October 29.)

SIR: I received a note from the minister of state on the 4th, appointing the next day, the 5th, for the interview requested by my note of the 3d, communicated to you with my No. 570.

I proceeded at once to inform the minister of the painful effect produced in the mind of my Government by the promotion of D. Juan Burriel, accompanied as it was by the omission of the Spanish government for a space of nearly two years to execute the explicit engagement of the protocol of November 29, 1873, and the absence still of any apparent progress in such investigation, even after the assurances on that subject given successively by Mr. Ulloa and Mr. Castro; in consequence of which I had received instructions to remonstrate and insist further in this behalf. And as a more efficient means of impressing on him the gravity of the situation than any words of mine could, I read to him your telegrams of the 28th ultimo and the 1st instant. He seemed not to be familiar with the early stages of the question; but proceeded to say, in repetition and enlargement of the suggestion made by Mr. Castro in his note of the 23d of August, namely, that the promotion of D. Juan Burriel had been dictated exclusively by the consideration of military exigencies of the moment; that, oppressed as the Spanish government was by civil war in the peninsula and in Cuba, it was constrained to put its hand on every accessible military officer of competency; that it could not afford to leave such officers in idleness; and therefore—and therefore alone—it had promoted and employed D. Juan Burriel.

I replied that it seemed to me that Spain had general officers enough and good ones, without being constrained to promote and employ an officer under such serious charges; that it was not customary in any service, within my experience or observation, to promote officers in such condition; that it would, it seemed to me, have been quite easy for the Spanish government, if satisfied of the immediate need of an additional general in the north, to promote some other of the many brigadiers in the army, or to bring D. Juan Burriel promptly to trial, acquit him if innocent, or punish him if guilty, and, after having thus discharged its obligation, then to decide whether the exigencies of the public service required his further employment in the army; and that, after all, it was the conjoint fact of promoting him while failing to try him which constituted the *gravamen* of the circumstances as respects the United States. He rejoined, reiterating the military argument, but professing his ignorance of the state of the criminal investigation, or the reasons of its having been so long delayed, while expressing earnest desire that everything should be done in the premises which could be justly called for by the United States. I then spoke to him of the odiousness of the acts of Burriel at Santiago de Cuba, of his want of upright sentiment in not relieving his government of embarrassment by demanding trial, as honorable men were accustomed to do in other countries; and of the repeated occasions on which the United States had subjected her officers to trial at the instance of foreign governments, including Spain. He seemed to be unacquainted with these cases.

I informed him that he would receive a note from me on the subject, to include reference to some of these cases, and general recapitulation of the diplomatic history of the case.

* * * * *

I remain, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

No. 60.

Mr. Cushing to Mr. Fish.

No. 580.]

LEGATION OF THE UNITED STATES,
Madrid, October 6, 1875. (Received October 29.)

SIR: I annex hereto copy of a note on the matter of Burriel, presented to the minister of state, after seeing him by appointment, as described in my No. 579 of this date.

* * * * *

I have, &c.,

C. CUSHING.

Hon. HAMILTON FISH,
Secretary of State.

[Inclosure in No. 580.]

*Mr. Cushing to the minister of state.*LEGATION OF THE UNITED STATES OF AMERICA,
Madrid, October 4, 1875.

SIR: I am under the disagreeable necessity of once more asking the attention of His Majesty's government to the matter of D. Juan Burriel and the other authorities of Cuba compromised in the affair of the Virginius.

To begin, let me remind your excellency that, according to the protocol signed at Washington on the 29th of November, 1873, by the Secretary of State of the United States and the Spanish minister D. José Polo de Bernabé, it was expressly and unequivocally stipulated that Spain will "proceed * * * to investigate the conduct of those of her authorities who have infringed Spanish laws or treaty obligations, and will arraign them before competent courts and inflict punishment on those who may have offended."

On assuming charge of this legation, in May, 1874, I found that the Spanish government had not yet taken any steps in execution of the above-cited stipulation.

Accordingly, on the 19th of June, 1874, I addressed a note to his excellency D. Augusto Ulloa, the then minister of state, calling his attention especially to a publication on the subject by D. Juan Burriel, to which Mr. Ulloa replied.

Subsequently, on the 24th of September, 1874, I addressed to Mr. Ulloa a second note, discussing the main question, and representing the enormity of the crimes against the obligations of treaty and the laws of Spain, and of humanity itself, which had been perpetrated at Santiago de Cuba, and respectfully appealed to the Spanish government to execute its relative convention with the United States.

In this note I suggested, further, that on several signal occasions, for the satisfaction of Spain, the United States had tried and condemned officers of more importance than D. Juan Burriel, and guilty of less offenses; nay, that those officers, unlike D. Juan Burriel, had manfully come forward and spontaneously demanded trial, in order to relieve their Government of all embarrassment in the premises.

To this note no specific answer was ever made by Mr. Ulloa, thus impliedly admitting the right and the force of the representations of the United States.

I then addressed to him a third note on the subject, that of November 30, 1874.

Meanwhile, however, another question was pending between the United States and Spain, that of the indemnities claimed by the former on account of the acts of D. Juan Burriel; and, at length, on the 3d of December, 1874, while discussing the questions of law involved in the claims of indemnities, Mr. Ulloa, in conclusion, and without discussing at all the precise question of the merits or demerits of D. Juan Burriel, yet engaged that the stipulated investigation of his acts, and the contingent arraignment of him therefor, should proceed, and that the proper orders to that effect would be addressed to the competent tribunal.

On the faith of this engagement, I then took up in the most cordial spirit, and concluded, the negotiation of indemnities with his excellency D. Alejandro Castro, assuming throughout the subsistence and pendency of the stipulated investigation and arraignment of D. Juan Burriel.

No reason of doubt on this point occurred to me until informed by the public newspapers that D. Juan Burriel had been promoted, and even promoted out of course, and with expressions which might well have been construed as express condonement of the specific offenses committed by him at Santiago de Cuba.

I then addressed to Mr. Castro my note of the 18th of August ultimo, soliciting explanations on this new and unexpected incident, as being a thing apparently in conflict with previous stipulations and engagements for the trial of Burriel.

Mr. Castro promptly replied, with assurances not only that the promotion of D. Juan Burriel involved no purpose of disregard of engagements to the United States, nor any thought of desisting from his trial, but, on the contrary, that the investigation was proceeding, and would proceed, without being affected in any way by that promotion.

It seemed to me that in giving this assurance the government of His Majesty performed an act of high respect for its own dignity, worthy of the traditional *hidalguia* of Spain.

For inasmuch as no specific reply had been made (or has to this day been made) to so much of my notes of June 27 and September 24, 1874, as emphatically impugned the acts of D. Juan Burriel at Santiago de Cuba, on the ground of being illegal, equally by municipal law and by treaty, and inasmuch as the notes expressly put those acts on the same footing as similar acts of atrocity perpetrated by the Carlists at Olot, at Cuenca, and at Estella, I assumed (and was I not justified in assuming?) that such also was the tacit appreciation of them on the part of the Spanish government.

It seemed to me impossible, therefore, to suppose that such acts would not in due time receive condign punishment.

Accordingly, in the interest of harmony and peace, I accepted these assurances of Mr. Castro, while not failing to convey to him impressions of the extreme gravity of the situation, and of its violent strain on the amicable relations of the two governments.

But on a retrospect of this whole transaction, my Government is of opinion that it has good cause of complaint and remonstrance in the premises, not solely because of the promotion of D. Juan Burriel, but of that promotion in connection with the absence of any ostensible apparent or definite action in execution of the protocol of November 29, 1873; in respect of which my instructions are to insist, respectfully, but earnestly, as for a step, which my Government might rightfully expect from the high and honorable character of His Majesty's counselors as a spontaneous act even had the stipulation to that effect made by a previous government not been expressly re-affirmed by that of His Majesty.

Finally, I solicit your excellency's attention to the subject, in the sincere hope of receiving such explanations as may serve to allay my own solicitude and to tranquilize the dangerous uneasiness existing in the United States.

I avail myself of this occasion to renew to your excellency the assurance of my most distinguished consideration.

C. CUSHING.

His Excellency the MINISTER OF STATE.

No. 61.

Mr. Cushing to Mr. Fish.

No. 614.]

LEGATION OF THE UNITED STATES,
Madrid, October 20, 1875. (Received November 8.)

SIR: I annex hereto copy and translation of a note just received from the minister of state in reference to the investigation of Burriel, and the other implicated authorities of Santiago de Cuba, and copy of my reply.

The Conde de Casa-Valencia, you perceive, states that the preliminary formalities in the matter have been fulfilled, that is—as I understood the matter in the light of what Mr. Castro said to me on the subject—the administrative examination of the subject by the council of state to the conclusion of recommending legal process. The ministers of war and marine are now to act respectively as to the officers of the army and those of the navy.

I will at an early day transmit to you legal details regarding the whole procedure.

You will observe that the minister of state, in reference to the previous notes of mine recapitulated in my note to him of the 4th instant, says: "and to which replied successively Messrs. Ulloa and Castro." This phrase appeared to me to go a little beyond the mark, and to imply

(contrary to the fact) that my notes to Mr. Ulloa of June 27, 1874, and of September 24, 1874, had *all* received contestation.

And, as the parallel between the massacres of Santiago de Cuba and those of Olot, Cuenca, and Estella, drawn in my note of the 24th of September, 1874, had not been disputed at the time it was presented, it seemed to me out of season on the part of the Conde de Casa-Valencia to raise the issue now, incidentally, in response to the simple retrospective allusion to the point contained in my note of the 4th instant.

Hence the observations on the subject contained in my last note.

* * * * *

Complaining bitterly, as Madrid does, at every act of military execution on the part of the Carlists, which acts have never done the least good to the cause of D. Carlos either as retaliation or as terror, it might be really beneficial to right-minded Spaniards to be compelled to see that neither have similar acts of passionate violence of theirs in Cuba done the least good to *their* cause either as retaliation or terror, while involving Spain in a series of perilous controversies with Great Britain, France, and the United States.

* * * * *

I have, &c.,

C. CUSHING.

HON. HAMILTON FISH,
Secretary of State.

[Inclosure 1 in No. 614.—Translation.]

The Conde de Casa-Valencia to Mr. Cushing.

MINISTER OF STATE,
The Palace, October 17, 1875. (Received October 19.)

YOUR EXCELLENCY:

SIR: I have received the note of your excellency, of date 4th instant, wherein you are pleased to state to me that you have instructions from the Government of the United States to call the attention of that of His Majesty the King to the delay which has occurred, on the part of Spain, in the execution of one of the clauses agreed upon in the protocol signed in Washington by the minister plenipotentiary of Spain and the Secretary of State of the American Republic, on the 29th of November, 1873, in consequence of the question of the *Virginus*.

With this motive, your excellency is pleased to recall to mind the notes which, on different occasions, from the time you took charge of your legation until now, you had addressed to my predecessors in this ministry, and to which replied successively Messrs. Ulloa and Castro, confirming the engagement contracted and the constant purpose of the Spanish government to carry it into effect so soon as the state of the general *expediente* in the matter of the *Virginus* should permit it to proceed without embarrassment to the special investigation referred to by what is stipulated in the aforesaid protocol.

This case having arrived, and the legal formalities prescribed by existing enactments having been now fulfilled, nothing opposes the execution by the Spanish government of its agreement with that of the United States, and with this object I have addressed myself to my colleagues, the ministers of war and marine, to the end that, resolving which ought to be the competent tribunal within the proper jurisdiction of each one of those branches of the administration, there be submitted thereto the examination and investigation of the conduct of the authorities of Cuba who intervened in the process of the *Virginus*, conformably with the stipulations in the protocol of Washington.

General Burriel being one of the military authorities of Santiago de Cuba, at the time when the capture of the *Virginus* took place, he will, in such conception, be comprehended in the proceedings which are ordered to be instituted; and it behooves me, in this relation, to repeat to your excellency the assurances which were given to you by my predecessor, Mr. Castro, that the actual rank of General Burriel in the army will have no influence on the result of the investigation which is now about to take place, as well as that his official promotion in no wise prejudices his conduct in the events of Cuba.

This is not the occasion to examine or to judge those occurrences, but I can do no less than state to your excellency that there is not exactitude in comparing them with those which took place at Olot, Cuenca, and Estella, which your excellency recalls in your note.

In acquainting your excellency with the resolution adopted by the government of His Majesty, to the end of executing that which was stipulated in the protocol of the 29th of November, I flatter myself that the Government of Washington will behold therein the sincerity wherewith Spain is accustomed to fulfill her engagements, and that it will be persuaded, moreover, that the delays which this matter has suffered hitherto have exclusively arisen from the state of the general *expediente* of the *Virginus*, and from the duty which was incumbent upon the government to await the scrupulous observance of all the formalities which are exacted in the progressive proceedings of this class of affairs.

I avail myself of this opportunity to reiterate to your excellency the assurances of my most distinguished consideration.

EL CONDE DE CASA-VALENCIA.

THE MINISTER PLÉNIPOTENTIARY OF THE UNITED STATES.

[Inclosure 2 in No. 614.]

Mr. Cushing to the Conde de Casa-Valencia.

LEGATION OF THE UNITED STATES OF AMERICA,

Madrid, October 20, 1875.

SIR: I have the honor to acknowledge reception of your excellency's note of the 17th instant, in which you inform me of the actual initiation of proceedings against the authorities of Santiago de Cuba, in pursuance of the protocol of the 29th of November, 1873. It affords me great satisfaction to know that this step, so long deferred by previous governments, has at length been taken by that of His Majesty. It also affords me satisfaction to receive renewed assurance that the recent promotion of D. Juan Burriel will constitute no obstacle to the full examination of his participation in the inculpatéd acts, as, indeed, I already fully believed, in reliance on the declaration of his excellency Mr. Castro, and the recognized honorability and good faith of His Majesty's government.

I doubt not the step thus taken, and the related assurances given by His Majesty's government, will afford the same satisfaction to my Government, to which your excellency's note has been promptly transmitted, with appropriate commentaries.

Incidental expressions in that note would seem to imply that *all* my previous notes to the ministry of state on this subject had been replied to, which compels me to ask myself whether I had been, perchance, laboring under a misapprehension, in supposing, as indicated in my note of the 4th instant, that no specific answer was ever made by any minister of state to my note of the 24th of September, 1874, arguing the culpability of D. Juan Burriel, and presenting reasons for his arraignment and punishment by his government, or to so much of a previous note of the 27th of June, 1874, as touched the same point. If such misapprehension existed, it should and would be cheerfully confessed, and the inferences founded thereon withdrawn.

I have, therefore, caused the files of the legation to be carefully re-examined in this respect, and with the following results:

His excellency, the minister of state for the time being, replied, under date of July 8th, 1874, to so much of my note of the 27th of the previous June as called in question the validity of D. Juan Burriel's plea in justification of his action at Sanitago de Cuba, assumed by him to be found in a certain order issued by General Dulce, which his excellency, Mr. Ulloa, admitted had been repealed by General Caballero de Rodas, and, therefore, did not constitute justification in the premises; but he did not take issue with me on the main question of the imputed demerits of D. Juan Burriel.

I am unable to discover that the particular considerations adduced in my note of the 24th of September, 1874, to show why D. Juan Burriel should be arraigned, were ever specifically met, or even that the reception of that note was ever acknowledged.

The long and able argumentative note of his excellency Mr. Ulloa, of the 3d of December, 1874, was professedly and in fact in response to a note of mine of July 21, 1874, consecrated to the distinct question of the indemnities claimed for the officers and crew of the *Virginus*, shot at Santiago de Cuba.

In the same note, it is true, his excellency disposes of the particular question of D. Juan Burriel; but in express response to my note of November 30, 1874, alone.

Can it be that my note of the 24th of September, 1874, miscarried, and by some untoward accident failed to reach the minister of state? I should be sorry to find it so, for (*sotto voce*, and without presumption, be it said) I had flattered myself that the points it presented were well put, first, in contending that the wholesale executions in

cold blood at Santiago de Cuba were *worse* than those of Olat, Cuenca, and Estella, since the former were not only, like the latter, of unarmed men and of prisoners, but, in addition to that, of *non-combatants*; and, secondly, because of the examples exhibited by me of officers of equal (and even higher) category and merit than D. Juan Burriel having been tried and (although for less offenses) *cashiered* by the Government of the United States at the instance of that of Spain.

I abstain, however, at the present apparently auspicious stage of this protracted controversy, from re-opening those questions; and I beg pardon for having even touched upon them thus briefly in a note of which the sole aim was originally, and the main object still is, to express my own satisfaction and anticipate that of my Government, in view of the information contained in your excellency's note; the digression from which to a minor matter has been partly, it is true, in discharge of my own conscience, but still more for the due satisfaction of your excellency.

I avail myself of this occasion to reiterate to your excellency the assurance of my most distinguished consideration.

C. CUSHING.

His Excellency the MINISTER OF STATE.

No. 62.

Mr. Fish to Mr. Cushing.

No. 265.]

DEPARTMENT OF STATE,

Washington, November 5, 1875.

SIR: The receipt of your Nos. 487, 492, and 497, reporting the promotion of Brigadier-General Burriel, without any effective steps having been taken to carry out the protocol entered into in November, 1873, gives rise to renewed serious consideration touching our relations to Spain.

Since the receipt of the above-mentioned dispatches in reference to General Burriel's promotion, your Nos. 555, 570, 580, and 589 have also been received. In your No. 555 you convey the agreeable intelligence that instructions have been issued by Lord Derby to Her Majesty's representative to co-operate with you on this question, and in your No. 589 you inform the Department of an interview between Mr. Layard and the minister of state. In your No. 570 you give a history, and present the actual state of this negotiation, and in your No. 580 you forward a copy of your late note to the minister of state. Without information as to the effect of your remonstrances, it is advisable to recur to the subject, and to consider the course of the Spanish authorities in reference thereto.

Upon the 26th November, 1873, Mr. Carvajal, then minister of state, in a communication to General Sickles, made a proposition of settlement of the question arising out of the *Virginus*, in order, as he stated, to give public testimony that his government had no desire to indefinitely postpone the settlement of this matter, and in pursuance of the firm resolution of giving satisfaction for these wrongs, in accordance with the duties imposed by universal law and particular treaties. This was a spontaneous offer on the part of the government of Spain.

In so doing, Mr. Carvajal made four propositions, the second of which provided, in substance, that if it be proved that in the sentences and proceedings at Santiago there had been an essential failure to comply with the provisions of legislation or of treaties, the Spanish government would arraign those authorities before the competent tribunals. The protocol of November 29th thereupon stated that if, before December 25th, Spain should prove, to the satisfaction of this Government, that the *Virginus* was not entitled to carry the flag of the United States,

the salute agreed upon would be dispensed with; it being understood that Spain would proceed, according to this second proposition made to General Sickles, "to investigate the conduct of those of her authorities who have infringed Spanish law or treaty obligations, and will arraign them before competent courts, and inflict punishment on those who may have offended."

I need not remind you that this Government faithfully and promptly performed its obligation. The Attorney-General, after a consideration of the evidence transmitted to him, gave his opinion, bearing date December 17th, that the *Virginus* was not entitled to carry the flag of the United States; and this Department, on the 22d of December, informed Admiral Polo of this conclusion. In like manner it was the duty of the authorities of Spain, without the necessity of any pressure from this Government, promptly and fairly, without delay or equivocation, to investigate the conduct of General Burriel and the other authorities; and to fearlessly bring to justice those who had infringed law or the provisions of treaties.

I propose briefly to examine the question as to the manner in which that government has performed this obligation.

Between the date of the protocol and of your general instructions, dated February 10th, no steps in the matter were taken by the authorities of Spain, as far as I am informed.

With this engagement, however, entirely unperformed, and before you had reached your post, General Burriel, over his own signature, published a communication in the "*Epoca*" of the 21st April, not only justifying his acts, but claiming they were directly authorized by a decree of General Dulce. He asserted them to be laudable and proper, and, pursuant to this decree, expressly authorized by Spanish law.

Under date of June 9, 1874, I referred to this publication as meriting a disavowal, particularly as the decree in question was well known to have been repealed, and stated that it was supposed that the neglect to take steps for the punishment of Burriel had been caused by the extraordinary condition of things in Spain; and that, if so, it was desirable to know that fact. Inquiry was then made whether proceedings were to be taken; and, if so, as to the time and nature thereof.

In your No. 60, of July 10, you forward a copy of the reply of the minister of state to your note in reference to this publication, and making inquiries as to the prosecution, in which Mr. Ulloa, while distinctly stating that the decree to which General Burriel refers had been repealed, asserts the right of that person, although an officer in the army of Spain, to freely publish his ideas, as he had ceased to hold official position in Cuba; and expressed his unwillingness to discuss the question of his prosecution as being bound up with the main question of the *Virginus*.

The minister of state seemed to have forgotten, as other ministers before and since have forgotten, the terms of the protocol and the obligation of his government. We find, therefore, a prominent officer in the army of Spain not only willing in his cooler moments to justify executions, the haste and objectionable features of which have no parallel in modern times, but claiming that the acts were done pursuant to certain decrees which it was well known had been repealed; and we further find, what appears more surprising, that the minister of state is not only unmoved at such a publication on the part of an officer charged with these high offenses, and whom his government had failed to prosecute, but is ready to advocate his right to freely express his "opinions."

In your comments upon this note of Mr. Ulloa, you concur in the suggestion that it might be advantageous to discuss the question of Burriel in connection with the general settlement; and, in reply, under date of August 15th, I expressed the opinion that delay, although some such advantage as you referred to might be obtained thereby, was unsatisfactory, and that it was the opinion of the President that the time had come for something definite to be accomplished.

In your No. 106, of September 26th, you transmit a copy of a note addressed to the minister of state, which forcibly and distinctly presents the question of the guilt of General Burriel and the necessity of his punishment; and subsequently, with your No. 171, of December 1, you forward a copy of a further note, calling particular attention to the protocol, entirely unperformed, as distinguished from the general question. Nevertheless, in the reply of the minister of state, under date of December 3, Mr. Ulloa contents himself with expressing his intention to adhere faithfully to the protocol, and states that he will give orders that inquiry shall be instituted by the competent tribunals, proceeding, however, to argue as to what particular tribunal ought to be called upon to enforce these provisions, and showing a particular care as to the machinery by which the inquiry was to be conducted, not always remarkable in similar investigations conducted by that government.

It therefore appears that, for over a year, no steps whatever had been taken, and the Spanish government was still, at this late day, discussing certain abstract questions, when the investigation should have been made immediately by the authorities of Spain, without the necessity of any communication from, or reference to, this Government.

I referred to this question in my telegram to you of December 7th, and called attention to the solicitude shown that General Burriel, although an officer of the army, and one who had been charged with grave offenses, committed while holding a high command, should have the benefit of such unusual solicitude as to the manner in which the inquiry should be conducted.

In your No. 178, however, of December 8th, nothing yet being done, you report that Mr. Ulloa had informed you that he would address the minister of war to institute proceedings against the implicated parties; and in your telegram of December 9th you stated that the acceptance of the offered indemnity, on the terms proposed, assured executive arraignment of the authorities, and their trial by criminal process, equivalent to our own court-martial.

After the settlement of the indemnity question, however, no advance seems to have been made in reference to the trial of General Burriel. For this reason, in my No. 129 of February 19th, I referred again to the question, insisted that the protocol should be performed, and that Mr. Castro, who had succeeded Mr. Ulloa as minister of state, having freely expressed his opinions as to the general question of indemnity, could not be less frank in reference to this offender; and while the presentation of the question was left to your discretion, I expressed my opinion that the proper time was the earliest moment when punishment could be inflicted.

In your No. 388, of May 17th, you speak of the retirement of General Burriel from Madrid, of his humiliation, and the general reprobation of his acts; and add that knowing that his case was before a council of war, it seemed requisite to do no more than to make occasional references to it. It now appears doubtful whether his case was ever before any council of war, and it may be assumed as certain that nothing was done by the council if any such ever assembled.

Since that date occasional references have been made by you to General Burriel's case, but only as one of the elements of general settlement.

You may judge, therefore, after all that has been said, and after the engagement so distinctly made, the performance of which has been so often avoided, always, however, with renewed promises of fulfillment, of the surprise of this Government on learning that General Burriel had been suddenly promoted and taken into active service.

On reading the verbal and written explanations furnished you by Mr. Castro, and reported in your Nos. 487 and 492, I can find nothing either explaining such steps, affording any excuse for the promotion of this officer without a trial, or furnishing any evidence that the Spanish government intended to fulfill its engagement. It is not material who issued the order for General Burriel's preferment, by whose procurement or by what means it was accomplished, or whether the minister of state was absent or knew the facts. It is the act of the government of Spain. His history, his offense, and the failure to bring him to justice were well known to the authorities, and his promotion is the act of his government in full view of all these facts.

The want of military officers has been urged as an excuse; but even if under all these facts the necessities of Spain made it necessary to employ General Burriel, it was not necessary to promote him. If it was feared that proper punishment would remove him from the service of Spain, it was not requisite that marks of favor and approval should be shown him. It may be well to inquire, also, whether mariscal del campo, the grade to which it is announced he has been promoted, is, in fact, the next grade to that which he formerly held.

Pending some further information as to the effect of your remonstrances, I abstain from further discussion of this general question, simply observing that the statement of Mr. Castro, in his note to you of the 25th August, that, notwithstanding the promotion of General Burriel, it was the intention of the Spanish government to perform their promises in the protocol, is entirely unsatisfactory when considered with the entire neglect which has occurred in meeting these obligations in past times, and without some definite information as to precisely what is to be done, and the details thereof.

It is requisite to the maintenance of our relations with Spain that we should fully, frankly, and fairly understand precisely what has been done on this question and what is to be done. If nothing has been done and nothing is to be done, we should know that fact. If anything is to be done to carry out this long-delayed promise, it should be done without further discussion or delay, and in a manner calculated to produce an effect. It is believed that all the facts are at hand, that no prolonged investigation can be required, and it is but proper to say that simply putting in train some sort of investigation to wind its slow length along and produce no speedy or conclusive result, will not be satisfactory to this Government. In fine, the time has long passed when it should be definitely known whether the Spanish government does or does not take upon itself to say whether the acts of General Burriel were or were not in accordance with Spanish law and treaty obligations; and it is expected that an early and satisfactory reply to your note of the 4th day of October to the minister of foreign affairs, communicated with your dispatch to the Department, No. 580, of the date of October 6th, will enable you to ascertain the intentions of the Spanish government on these points, and to inform the Department at the earliest possible moment.

In prosecuting such inquiries, in bringing the Spanish government to recognize the position and importance of this question, and in obtaining a decisive ending thereof, I am happy that you have the assistance and co-operation of the representative of Great Britain. I have read with satisfaction the incidents of Mr. Layard's interview with the minister of state, referred to in your No. 589, and am of opinion that his frank and plain statement of the case will contribute to place this matter in its proper light. I am satisfied that the matter must be placed strongly and plainly before the Spanish government, which must be made to recognize that serious difficulty may follow further dilatory proceedings.

As to the manner of prosecuting this question and making the necessary inquiries, and having particular reference to the statements and suggestions in your confidential dispatch No. 570, I have to say that you have rightly interpreted the meaning of the telegrams of the 28th September and 1st October. It is the strong desire of this Government, as it has been, fairly and honorably to perform all its duties to Spain. It has the right to insist in return that the government of Spain shall, in the same spirit of fairness, perform its engagements and obligations to this country. It cannot be doubted or questioned that on this subject such obligations have been postponed, evaded, and left unperformed.

It has been and is our desire to satisfactorily adjust this and every other question, and in this desire we have been patient almost to the limit of endurance.

In this same spirit and in this view you have again been instructed to represent to Spain the injury that her course in reference to General Burriel inflicts on both countries, and its effect upon our relations, and it is earnestly hoped that the representation may be received and responded to in the same spirit.

Whether this question should precede or follow the treaty question, or the confiscation cases, I cannot at this distance intelligently direct; but I can, however, and do, express the strong opinion that in reference to all these questions, equally, the relations of this country with Spain are endangered by delay, and that as to all, equally, the Spanish government should be informed that the maintenance of good relations with this Government depend on an early, a satisfactory, and a conclusive adjustment.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

No. 63.

Mr. Cushing to Mr. Fish.

[Telegram.]

FISH, *Secretary, Washington:*

MADRID, November 16, 1875.

Spanish note has come in.

It repeats assurance of trial of Burriel.

CUSHING.

No. 64.

Mr. Fish to Mr. Cushing.

No. 284.]

DEPARTMENT OF STATE,
Washington, January 6, 1876.

SIR : Referring to instruction No. 265, under date of the 5th November last, treating of the trial of General Burriel, and to your No. 614, of the 20th of October, in which you inclose a copy, in translation, of a note from the minister of state, informing you of certain proceedings looking toward his arraignment,

* * * * *

I have to state that * * * it would seem that the information requested in my No. 265, as to the particulars of the coming trial, should be obtained, in order that the record may be complete.

The general statement contained in the note of the then minister of state, addressed to you under date of the 17th October, 1875, stating that General Burriel would be comprehended in certain proceedings which are ordered to be instituted, does not of itself appear to go much further toward a trial than the other assurances which have heretofore been given.

I presume, however, that proceedings have been taken toward a trial, and that you may be able to respond to the inquiries contained in my No. 265.

I am, &c.,

HAMILTON FISH.

CALEB CUSHING, Esq.,
&c., &c., &c.

O

H. Ex. 90—6

SURVEY OF THE MONONGAHELA RIVER, AND EXAMINATION OF THE LOUISA FORK OF SANDY RIVER.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with the river and harbor act of March 3, 1875, a report of Maj. W. E. Merrill, Corps of Engineers, on the survey of the Monongahela River, &c.

JANUARY 25, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
January 22, 1876.

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with the river and harbor act of March 3, 1875, copies of reports from Maj. W. E. Merrill, of the Corps of Engineers, of the survey of the Monongahela River from Morgantown to Fairmont, W. Va., and of an examination of the Louisa Fork of Sandy River from the mouth of Dismal, in Buchanan County, Virginia, to Piketon, Ky.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 20, 1876.

SIR: In compliance with requirements of the river and harbor act of March 3, 1875, I beg leave to submit herewith copies of reports to this Office from Maj. Wm. E. Merrill, Corps of Engineers, of their results of a survey of Monongahela River from Morgantown to Fairmont, in West Virginia, and of an examination of the Louisa Fork of Sandy River from the mouth of Dismal, in Buchanan, County, Virginia, to Piketon, Ky., with the view to their improvement.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brig. Gen. and Chief of Engineers.

Hon. WM. W. BELKNAP,
Secretary of War.

SURVEY OF MONONGAHELA RIVER, FROM MORGANTOWN TO FAIRMONT, WEST VIRGINIA.

UNITED STATES ENGINEER OFFICE,
Cincinnati, Ohio, December 11, 1875.

GENERAL: I have the honor to submit the following report on the survey of the "Monongahela River from Morgantown to Fairmont, W.

Va." ordered in the appropriation act for rivers and harbors approved March 3, 1875.

My other duties preventing me from giving personal attention to this survey, I assigned the charge of it to Mr. Thomas P. Roberts, formerly chief assistant engineer on the Ohio River improvement. His report with accompanying map (five sheets, including title-sheet) is herewith forwarded.

The Monongahela River is already slack-watered by permanent dams from Pittsburgh to within a short distance of Greensborough, the total number of dams being six, and the total length of slack-water eighty-four miles.

At Hoard's Rocks, 94 miles above Pittsburgh, the United States is now building a stone lock and dam which will pond back the river to Morgantown. This lock and dam is number nine of the series, counting up-stream from Pittsburgh, but numbers seven and eight are not yet begun. For full explanations of this anomalous condition of affairs, and for detailed information of the river between Morgantown and Greensborough, reference is made to my annual reports since 1872 in the improvement of the Upper Monongahela, which are printed in the annual reports of the Chief of Engineers.

It is the evident wish of the residents along the Upper Monongahela that any improvement of the river should be by permanent dams, as this is the system which has already done good service on the lower part of the river. As a matter of fact, it is not possible to make a perpetual 6-foot navigation without the use of dams of some kind, and the choice is at once limited to permanent or movable dams. The latter are the more costly in construction and in maintenance, and are only justified where there is a comparatively long season of natural navigation, during which dams would be an injury rather than a benefit, or where the mass of moving sand is so great as to make it probable that the pools, if permanent, would rapidly fill up, thus necessitating constant dredging. Neither of these conditions holds on the Upper Monongahela, and therefore I have no hesitation in giving a decided preference to the method of improving by permanent dams.

The difference of level between the surface of the pool now under construction by the Government (which will back water to Morgantown) and the low-water level at Fairmont is 60 feet. This is, therefore, the least sum of the lifts of the necessary dams. The nature of the examination, and the high stage of water in the river, prevented an exact choice of sites for dams, but the following are Mr. Roberts's approximate locations, which fully agree with my own views in the matter. Retaining the present method of numbering the dams from Pittsburgh, we will then have—

Dam No. 10, at Morgantown, lift	13 feet.
Dam No. 11, at Round Bottom, lift	10 feet.
Dam No. 12, at Jimmy's Ripple, lift	11 feet.
Dam No. 13, at Trippett's Ripple, lift	10 feet.
Dam No. 14, at Loweville, lift	10 feet.
Dam No. 15, at Holtz's Mill, lift	10 feet.
Sum of lifts	64 feet.

The reason for giving an extra lift to the dam at Morgantown is fully explained by Mr. Roberts, and it seems a natural consequence of the location. There is a decided advantage in raising the water at Fairmont higher than is strictly necessary, as it extends the upper pool a long distance up the West Fork, thus largely increasing the coal-area that can use this means of transportation.

In the absence of definite locations only approximate estimates can be made. As there are times when there is an undoubted scarcity of water on the Upper Monongahela, I think that the dams should be made of masonry, so as to save all the water possible for navigation. The difference in cost between the two kinds of dam is not great, while in tightness and in durability the stone dam is much the better. The dam now under construction at Hoard's Rocks is of masonry.

I therefore submit the following approximate estimate for stone locks and dams, based on the cost of similar work at Hoard's Rocks:

Six masonry locks and dams, at \$130,000 \$780,000

As prices have fallen since the contract at Hoard's Rocks was made, it is possible that this sum can be still further reduced. It would also be quite feasible to increase the lifts of the dams, and thus dispense with one of them. This would probably reduce the cost of the system to \$650,000, but the locks would be more troublesome to work, and require more care in first construction. I would not advise this change except in case of necessity, as experience has shown that lifts of 10 feet are the most advantageous.

Respectfully submitted.

WM. E. MERRILL,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers.

REPORT OF MR. THOMAS P. ROBERTS, ASSISTANT-ENGINEER.

PITTSBURGH, PA., November 1, 1875.

SIR: I have the honor to submit the following report upon the survey of the Monongahela River, between Morgantown and Fairmont, W. Va., in accordance with your instructions dated June 26, 1875.

Morgantown is the head of the present slack-water improvement now in course of construction by the General Government. Fairmont is twenty-five miles above Morgantown, and a short distance below the forks of the Monongahela, and is situated upon the Wheeling branch of the Baltimore and Ohio Railroad.

As the Monongahela flows through the richest and most highly developed bituminous coal-fields in the United States, it may be proper in this place to describe its course, and the resources of its valley, and of the principal tributary valleys.

GENERAL DESCRIPTION.

The Monongahela is formed a short distance above Fairmont by the junction of the Tygart's Valley River, which heads in Upshur and Randolph Counties in West Virginia, with the West Fork, which heads in Upshur and Lewis Counties.

The Tygart's Valley River is, properly speaking, the parent stream, as it exceeds the West Fork both in volume of water and in length. It drains an area of about one thousand three hundred and ninety square miles, and flows in a nearly due north direction, the distance by the meanderings of the river, from its head to Fairmont, being one hundred and thirty-five miles. Its sources interlock with those of the Great Kanawha and the Cheat, and they lie near those of the James River. Through the greater part of its course it is said to be a rough and rugged stream, confined by hills and mountains. Its water-supply is well maintained by perennial springs. Beverly, Philippi, and Grafton are the important towns in its valley. Generally speaking, the Tygart's Valley is a valuable mineral and timber region, but the known excessive fall in the river precludes the hope that it will soon be developed by an extension of the Monongahela slack-water. Much has been already accomplished, however, by the Baltimore and Ohio Railroad in settling this region and in making known its resources.

The West Fork River is not quite so long as the Tygart's Valley branch, and has quite different characteristics. Its general course is northeast, which direction is maintained by the Monongahela to Morgantown. Unlike the Tygart's Valley River, its flow is comparatively sluggish, and it is generally believed to have less fall per mile, at least for the thirty-five miles from its mouth to Clarksburgh, (where it is crossed by the Parkersburgh branch of the Baltimore and Ohio Railroad,) than the Monongahela itself above the Pennsylvania line.

About forty years ago a Mr. Jackson obtained from the settlers and lumbermen of those days \$30,000, which he expended in the improvement of the West Fork, and actually constructed ten or eleven dams with an average lift of about 4 feet. The dams were built without locks, and exactly what was expected from them has never been clearly understood; possibly it was intended to place chutes in them for the passage of rafts. They were built of logs, in a very imperfect manner, and for want of care soon fell into decay. In those days the value of the coal-deposit in this extraordinary region was entirely unknown, and indeed even yet it can be said to be ill appreciated even by those who claim to understand the mineral resources of the State of West Virginia.

The West Fork is said to maintain its favorable feature of slight fall not only to Clarksburgh but to Weston, some forty miles farther up. If this be so, there is a total distance of seventy-five miles above the head of the Monongahela, and in the heart of the coal-field, where an improvement by slack-water or by canal would have but few locks, and would therefore be comparatively free from the loss of time and the annoyance incident to excessive lockage. The West Fork has, during several months of the year, a very limited supply of water, probably caused by the fact that its tributaries flow through fertile agricultural regions on which there is a large amount of surface-evaporation. It is to be presumed, however, that a regular water-supply could easily be arranged by cheaply-constructed reservoirs, should an improvement of the river necessitate them. The area of the West Fork Valley is about 910 square miles.

I dwell more particularly on mineral resources, and susceptibility for easy improvement, of the West Fork, because I believe on general principles that an improvement by slack-water or canal will certainly ultimately be made where the natural conditions are so promising. It will first be necessary, however, to secure the slack-water to Fairmont, and as this is yet in the future, we may content ourselves for the present with a general indication of the advantages of a subsequent extension up to the West Fork, without discussing its details.

Below the forks the Monongahela maintains a general northeast course to Morgantown, twenty-seven miles. As is shown in the profiles accompanying this report, the fall in this distance is only 55 feet, which is an average of about 2 feet per mile. It will be observed also that much the greater portion of the fall occurs in the lower half of this distance. Each of the two upper dams proposed in this report has a lift of 10 feet, and ponds back the river for a distance of nine miles. In fact, the fall near the upper end of the Monongahela is but little greater than it is near its mouth at Pittsburgh. This flat place on the river is a marked and very important feature.

From Morgantown the general course of the river is due north, 102 miles to Pittsburgh, and in this distance it falls 93 feet.

THE MONONGAHELA COAL.

Before the completion of the present slack-water navigation in 1842 some coal was brought down the Monongahela in flat-boats, even from as far up as Fairmont, but owing to the limited demand for fuel in the West and South, the trade was insignificant. But of late years the demand for this superior coal in the Southern and Western cities, where it is chiefly consumed, has become so great that the coal-trade has become the leading business, not only on the Monongahela but also on the Ohio. All of the so-called "Pittsburgh" coal is the product of the valleys of the Monongahela and its lowest tributary, the Youghiogheny. I append herewith a statement of the coal shipments through the Monongahela Navigation Company's locks since November, 1844, with a statement of the annual receipts of tolls, which clearly exhibits the surprising growth of this trade:

Year.	Shipment of coal, in bushels.	Tolls.	Year.	Shipment of coal, in bushels.	Tolls.
1844.....	737, 150	.....	1860.....	37, 947, 732	\$52, 028 07
1845.....	4, 605, 185	\$3, 383 79	1861.....	20, 865, 722	30, 945 92
1846.....	7, 778, 911	10, 221 28	1862.....	18, 583, 956	26, 709 29
1847.....	9, 645, 127	13, 241 94	1863.....	26, 454, 252	40, 532 08
1848.....	9, 819, 361	12, 438 43	1864.....	35, 070, 917	61, 384 29
1849.....	9, 708, 507	13, 533 30	1865.....	39, 522, 792	69, 608 48
1850.....	12, 297, 967	17, 023 57	1866.....	42, 615, 300	77, 811 26
1851.....	12, 521, 228	17, 850 24	1867.....	30, 072, 700	54, 855 63
1852.....	14, 630, 841	20, 014 18	1868.....	38, 301, 000	91, 376 38
1853.....	15, 716, 367	21, 291 86	1869.....	52, 512, 600	104, 936 61
1854.....	17, 331, 946	25, 079 51	1870.....	57, 596, 400	118 705 68
1855.....	22, 234, 009	31, 050 58	1871.....	48, 621, 300	100, 338 64
1856.....	8, 584, 085	10, 566 42	1872.....	54, 208, 806	115, 609 20
1857.....	28, 973, 596	37, 111 41	1873.....	56, 173, 238	116, 728 75
1858.....	25, 696, 669	34, 353 49	1874.....	65, 881, 700	137, 489 58
1859.....	28, 286, 671	39, 065 65			

Besides coal, there is annually shipped through the locks about 3,000,000 bushels of coke. There are employed in the coal traffic about 125 tow-boats, and about 3,000 barges and coal-boats, the latter varying in capacity from 400 to 700 tons each. The coal from the different pools sells for different prices in the southern and western markets. I have learned upon inquiry that coal from the first and second pools above Pittsburgh sells for from one to two cents a bushel more than that from the third and fourth pools. It is stated by some that the coal from the upper pools is not so good for gas purposes, and that barges loaded with the upper coal are always rejected from the fleets when coal from the lower pools is plenty. The market quotations in the papers occasionally show that the coal from pools three and four will sell for no more than Kanawha coal.

I would beg to call your attention to these statements; they will have a bearing upon the question whether coal when brought to market from points still higher up the Monongahela, and not yet reached by slack-water, will be able to compete with coal mined in the pools of the existing slack-water.

The tolls at present exacted at the locks are 1 mill per bushel from the first pool, 2 mills from the second pool, $2\frac{1}{2}$ mills from third pool, and $2\frac{3}{4}$ mills from the fourth pool. It is understood that this arrangement is made for the purpose of encouraging mining operations on the upper pools. It will be observed, however, that besides the difference in market-value, which is against coal from the upper pools, it must also stand a greater taxation for lockage and towing.

It costs now about 3 cents per bushel to mine coal in the first, second, and third pools, and from $2\frac{1}{2}$ to $2\frac{3}{4}$ cents in the fourth pool.

The value of coal-land is quite different in several pools, varying as much as from \$900 per acre in the first pool to \$150 in the fourth pool. (Little or no mining is at present attempted in the fifth and sixth pools.) In order to more readily exhibit these features of the coal business on the Monongahela, I append the following tabulated statement:

Pools.	Value of coal property per acre.	Lockage to Pittsburgh, per bushel.	Towing to Pittsburgh, per bushel.	Towing and lockage, per bushel.	Cost of mining in 1875, per bushel.	Bushels mined in 1874.
	Dollars	Mills.	Mills.	Cents.	Cents.	
1.....	900	1	$1\frac{1}{2}$	$1\frac{1}{2}$	3	9, 113, 500
2.....	600	2	3	3	3	32, 516, 700
3.....	250	$2\frac{1}{2}$	$4\frac{1}{2}$	$4\frac{1}{2}$	3	11, 440, 800
4.....	150	2 95-100	7 5-100	1	$2\frac{3}{4}$	11, 810, 700

The coal-vein worked is generally about $4\frac{1}{2}$ feet thick, and the product is about 100,000 bushels per acre. The lockage, therefore, amounts to a tax of about \$100 per acre for the first pool, \$200 for the second, \$275 for the third, and \$295 for the fourth pool. The cost of towing more than doubles this tax.

THE UPPER RIVER COAL.

At the termination of our survey, when my party reached the enterprising town of Fairmont, I was called upon by a committee of citizens interested in the improvement of the river. * * * In company with committees of citizens I visited the most important works of the neighborhood; among others, the West Fairmont Coal Works, owned by a New York Company, and managed by Mr. C. M. Davidson. These works are situated on Buffalo Creek, on the line of the Baltimore and Ohio Railroad, about a mile west of the town; the company mine on both sides of the creek crossing it by an inclined plane 1,000 feet long, which descends into the mine on the opposite side. The vein is between 9 and 10 feet thick, and has a slope of about 3 feet in 100, dipping northwest, which is the general inclination of the entire geological series of the country for many miles both above and below Fairmont. The river running at right angles to the dip, or northeast, is therefore most favorably disposed in a course parallel with the outcrop. Besides the heavy vein, there are others both above and below it, some hills having a workable thickness of over twenty feet of good coal. From the West Fairmont Coal Works 300 tons are daily shipped by railroad to New York and elsewhere. Their chutes, tracks, and buildings are equal to any I have ever seen. Attached to the works are 50 coke-ovens, this coal being said to be admirably adapted for coking. The total amount invested in the mines is \$85,000. In company with Messrs. J. J. Burns and A. B. Flemming I also visited the Gaston mine, situated on the West Fork River, one mile above its mouth. It is connected

with the Baltimore and Ohio Railroad by a well-built branch road constructed by the coal company, on which they have a light engine. The full capacity of their works is about 500 tons per day, and they have been developed to about 250 tons per day. The vein is 10 feet thick. When I visited this place I saw some coal on cars which was destined for Detroit, Mich. The Fairmont coal is essentially a gas-coal, and is held in high repute in New York, Boston, Baltimore, Washington, and other places both east and west to which it is shipped. One firm shipped in a single season to the New York and Brooklyn Gas Companies as much as 30,000 tons, or 840,000 bushels. It is affirmed by some that this coal exceeds in gas production per pound that from the celebrated Penn or Westmoreland coal-field on the Pennsylvania Railroad, but that it requires somewhat more lime and a greater proportionate capacity in the purifiers. I could obtain no tables of analyses by which to compare them, but the fact at once impressed itself on my mind that this coal must be a very superior article to be able to pay the rate to eastern markets demanded by the Baltimore and Ohio Railroad. The Fairmont people, rather unjustifiably I think, blame that company for excessive rates. Their coal is sold in New York, distant 474 miles, for \$6.50 per ton. When the heavy grades of the Baltimore and Ohio Railroad over Laurel Hill and the main Alleghany range (116 feet per mile for many consecutive miles) are taken into consideration, together with the distance, it is a wonder there should be any trade at all from this region. I was informed that 2,000,000 bushels, or about 70,000 tons, are annually shipped from Fairmont. The same coal is also shipped in large quantities from Clarksburgh, 35 miles up the West Fork, via the Parkersburgh branch of the Baltimore and Ohio Railroad. But so long as other gas-coal fields nearer the market can furnish a supply, I think the trade of this region, as now done by railroads, must necessarily be cramped, and that it will not expand materially. But it strikes me that, no matter what may be the rates of toll established on any slack-water improvement reaching the Fairmont coal-fields from the Ohio, it would at once afford a better outlet. The fact that this place has already demonstrated its possession of a good article in universal demand, which cannot at present be brought into general use on account of the cost of transportation by rail, is an excellent argument in favor of cheap transportation by water. The question now coming up is, whether in the event of slack-water to Fairmont this coal will compare favorably in quality and price with that found on the river below, which already enjoys not only a reputation for good quality, but the cheapest rates of transportation known in the United States. If it should appear that this coal is not so good as that in the pools below, it would suffer in the markets in comparison, and the additional tax for lockage would add materially to the difference against it. Basing an opinion on the large shipments made by rail to distant points from this region, I am tempted to believe this upper-river coal equal in all respects to the best found near Pittsburgh; but it might be as good and still not valuable enough to pay the difference in river-transportation rates.

The main points claimed for it, in comparison with Pittsburgh coal, is that the vein is more than twice as thick, and is, consequently, much more easily worked. Near Pittsburgh the average daily production per hand is 100 bushels, for which 3 cents per bushel is paid. The average daily production per hand in the Fairmont mines is 300 bushels, for which $1\frac{1}{4}$ cents per bushel are paid. (Some miners are paid only 1 cent a bushel.) This is a difference in cost of mining in favor of the upper-river coal of $1\frac{1}{4}$ cents per bushel, and, at the same time, better wages are made by the miners. Coal-properties are held along the Baltimore and Ohio Railroad, according to location, at from \$75 to \$150 per acre; some has been sold as high as \$300 per acre. It should be borne in mind that the railroad traverses the coal-field at right angles to the strike, and passes entirely through the belt of the heavy vein in a distance of less than five miles, whereas the Monongahela meanders through it parallel to the strike for over twenty-five miles, not including the distance to Clarksburgh, which is a part of the same coal-field, and is traversed by the West Fork. Purchases of coal-privileges could doubtless be made along the river for from \$10 to \$25 per acre. Putting it at \$50 per acre, it has already been stated that coal-privileges near Pittsburgh, in the lower pool of the Monongahela, are valued at \$900 per acre; this shows the advantage of the Fairmont region in cost of land. From Fairmont to Pittsburgh there would probably be fourteen locks to be passed through, or fifteen if the slack-water should be extended so as to embrace one pool up the West Fork River, as I would recommend. Seven of these locks would be owned by a corporation, and the other seven or eight controlled by the United States Government, should the latter build this improvement. If the charges for lockage should diminish as the pools are more distant from Pittsburgh, according to the system already introduced by the Monongahela Navigation Company, the entire amount of tolls would not probably exceed 8 mills per bushel from Fairmont to Pittsburgh, and might be made even less, most of the upper pools being short, and, for other reasons, some reduction could be relied upon for through rates of towing. I have been informed by river-men that towing could be done for about one cent and eight mills per bushel.* This would make

* This figure bears no comparison in point of cheapness to the towing-rates on the Ohio River from Pittsburgh. The barges are brought down the Monongahela either

the cost of coal at Pittsburgh about eight and one-half mills per bushel more than Pittsburgh coal. This difference is precisely made up by the money saved on the land-purchase at the assumed figures. But aside from this, the Fairmont coal can safely be presumed to enter and leave pool No. 4 on a par with coal from that pool, if its quality is superior, as I assume it to be. The General Government having already embarked in the improvement of this river, and provided for the construction of one dam, backing the water to Morgantown, within eight or ten miles of the Fairmont coal-field, and almost within sound of trains passing over the Baltimore and Ohio Railroad, has fairly placed itself in a position from which it cannot recede until the real object has been attained for which the extension of the slack-water is urged, viz: the opening up of the resources of the State of West Virginia, and the completion of a line of communication that shall have an outlet for general commerce *at both ends*. As it is, the slack-water falls short of reaching the best coal-fields, and terminates where it may never expect to benefit general commerce by furnishing cheaper transportation than railroads can afford. The great city of Pittsburgh is vitally interested in this region. Within a radius of 100 miles of her there are embraced within the limits of West Virginia 4,750 square miles, 2,630 square miles of which are on the Monongahela River, which flows past her workshops, but is now tributary to a railroad that does not lead toward Pittsburgh. This region includes the well-settled and populous counties of Marion and Monongahela, and also Harrison, Tucker, Taylor, Preston, and Barbour, with parts of Randolph and Upshur.

MINOR INTERESTS.

Among the minor resources and industries of the Upper Monongahela to be benefited by a river improvement is the lumber trade. The slopes of the hills and mountains of this part of West Virginia were at one time covered with magnificent forests of oak, black-walnut, locust, hickory, linden, and other woods, and an extensive trade in rafting lumber was carried on to supply the demand for steamboat and barge construction, and for general building purposes. The oak from this region bears in Pittsburgh the best reputation of any that comes to that market. But within five or six miles of the river and its principal tributaries the forests have been generally cleared. As far as my survey extended, the country presents a beautiful, high, rolling landscape, and it is as well cleared as the adjacent counties of Pennsylvania. However, toward the Cheat Mountains, and above on the headwaters, extensive forests are standing that as yet have been scarcely culled. The soil on the hills is remarkable, from the fact that it is as well adapted for grain and corn as that along the river-bottoms. The extent of bottom-land along the Monongahela is everywhere limited, and it is extremely fortunate for agriculturists that the soil on the hills—and it is all hilly—should be so good. In respect to soil and climate, this part of West Virginia is superior to the average of Western Pennsylvania. The country adjacent to the river is settled by a thrifty and intelligent people, possessing comfortable homes. About 200 rafts of oak and poplar are floated down annually in freshets, principally from the West Fork River. There is besides a considerable quantity of sawed lumber, staves, shingles, hoop-poles and cross-ties shipped by river from this region. Some lime and fire-brick is sent down in flat-boats from near Fairmont, the aggregate value of which I was unable to obtain. Fruit-culture promises in the near future to be an extensive item in shipment. In the neighborhood of Newport, eight miles below Fairmont, in two orchards alone, there are 10,000 bearing apple-trees. Iron-ore in great quantities is found along the Cheat River, and at many points also along the Monongahela. Three furnaces have recently been in blast in the Tygart's Valley, but as to the character of the ores used I was unable to learn anything. Some distance above Morgantown, near the Little Falls, I examined the outcrops of a vein of ore on the river-bank that I judge would yield 25 to 30 per cent. It is rich with lime, and it is said has been used without a flux in the old Clinton Furnace, formerly standing near the spot. I apprehend, however, that this ore could not be profitably used by itself, but as it possesses so much lime it might possibly be introduced in Pittsburgh, to be used as a flux and for mixing with the richer ores from the lakes and from Missouri. At many points along the river I observed ledges of very superior sandstone, very suitable for ornamental-building purposes. The building-stone of this region is certainly more durable, and it presents a better texture and appearance, than most of that employed in Pittsburgh. The latter city is badly situated for building-material, the nearest quarries of fair stone being over twenty miles distant by rail, and much that is used comes from points on the Pittsburgh, Fort Wayne and Chicago Railroad, more than one hundred miles distant; so that the quarries along the Monongahela above Morgantown would possess a new

singly or in pairs, and are made up into large fleets of ten or more at Pittsburgh, and then taken in tow by large and much more powerful tow-boats. Calculation of cost of towing on the Ohio will generally show that it is no more than one mill per ton per mile to Cincinnati, and less in proportion as the distance is greater, as to Louisville, Memphis, or New Orleans. In this is included the cost of returning the empty barges to Pittsburgh.

value should the slack-water be extended to them. Near Fairmont there are very extensive deposits of glass-sand, an article in greater demand in Pittsburgh than in all the cities of the Union combined. I was informed that this sand is shipped to the Wheeling Glass Works by railroad, but none of it, I believe, has so far reached the Pittsburgh Works. Deposits of potter's-clay are also found in the same neighborhood, and recently an extensive pottery establishment has been erected in Palatine, immediately opposite Fairmont. The two towns are connected by quite a handsome suspension-bridge 550 feet long. There are a number of pottery establishments on the Monongahela, near Greensborough, the head of the completed slack-water improvement, the shipments from which by river are quite large.

It should not be lost sight of, in conclusion, that by the extension of the slack-water to the Baltimore and Ohio Railroad, a considerable passenger, express, and general freight business would be benefited, the facilities for which are at present only a wagon-road and stage-line; sometimes two coaches leave for Rivesville and Morgantown daily from Fairmont. There is certainly a more promising expectation for light business along the Monongahela Valley than has been vouchsafed many railroad enterprises at the start. It is proper to add that a line of railroad has already been located on the river-bank, which is to extend from Pittsburgh, via Fairmont and Clarksburgh, to Charleston, W. Va., and that 35 miles of this road has been built from Pittsburgh south, and is now in running order.

THE DAMS, WATER-SUPPLY, ETC.

I have indicated on the profile the situations and lifts of the several dams that would appear to me, from the observations I made in the limited time of making the survey, as suitable for the extension of the slack-water. Unfortunately, during nearly the entire time I was engaged on the survey the river was swollen and muddy, from the effects of the remarkable rains that visited the Central States in July and August, so that I was prevented from making as careful an examination for dam-sites as would be required in case actual locations had been ordered. I feel confident, however, that, as a rule, this portion of the Monongahela River will be found to have generally a good rock bottom. At some places rock ledges cross the river horizontally from bank to bank. At other places where such a favorable disposition may not be found for foundations, a comparatively shallow excavation would be required on only one side in order to reach the rock bed of the river. There are exceptional places near the mouths of the largest creeks where large masses of loose rock have been carried into the river as though they had been pushed along by glacial action. At such places, to reach the solid rock, a greater depth of excavations would be required, but I think it will be found that at the points designated for dams the bottoms are uniform. The most unfavorable site is at Lowe's Mills, but this may prove not as bad as anticipated, as I could not judge very well of its character on account of the depth of the water. The dams are numbered from Pittsburgh up. At Morgantown the tenth dam will possibly be erected. I would propose that its lift be made 13 feet, in order that it may pond the water above Booth's Creeek, in order to avoid placing a dam at this place, as would be necessary if a much lower lift were adopted. At Booth's Creek the river is wide, and it appears to be greatly filled up with loose rock. With a lift of 13 feet the pool of dam No. 10 will have more than twice the length it would have if the lift were made only 10 feet, as there is a long natural pool just above Booth's Creek which will become a part of it. For dam No. 11, I would propose a location at the lower end of Round Bottom. At that point the foundation is good. I would recommend that the lift be made 10 feet. Dam No. 12 would be just above the present fish-dam in Jimmy's Ripple. At this place both banks and the bottom of the river appear to be solid rock. This dam might be made 11 feet lift, in order to back the water over the Little Falls. There is a sharp bend in the river at the Little Falls, and I think it would be better to locate the dams as remote as possible from such points. Dam No. 13 would be about midway up in Trippett's Ripple. The foundations at this place appear to be good; the lift is 10 feet. Dam No. 14 would be at Lowe's Mills. At this point there is a valuable mill-property, and quite a settlement. I think it would be well, if possible, to arrange a dam at this point, not only on account of the accommodation the locks would be for passengers, but also to afford power to any mill that might be arranged to use the waste-water. I would recommend that at this point one or more iron pipes be laid in the abutment, with proper valve-connections that would afford power when there was water to spare.

Dam No. 15 would be at Holtz's Mill; it would have 10 feet lift. I regard this as a very favorable location. An arrangement for the accommodation of mills might be made at this point also. In proposing this arrangement of dams, I am aware that I have exceeded the lift merely necessary to extend the slack-water to Fairmont, but I believe it a great desideratum to have the water backed up the West Fork River, as thereby several thousand acres of the "eleven-foot" coal-veins would be made accessible. Including this last dam, there would, therefore, be required six dams, as I have proposed to arrange them. Omitting this last dam, and giving to all the others a higher average lift, four dams in all might answer. I am not prepared to say whether

there would be any practical economy in resorting to higher lifts. There may with higher lifts be more of a question about endangering the banks. I think, undoubtedly, at many points, unless the banks are protected by willows, that they will cut in any event. Farmers complain now that the floods are more destructive than formerly to the banks, but, on the whole, I think not much damage, reckoned in money, either by overflow or cutting, would ensue by making the dams higher, as the bottom-lands are usually very contracted and possess no particular value. But by this cutting the water-surface would be enlarged, and the loss by evaporation would accordingly be proportionally greater. I have entered into no calculation of the cost of dams of given heights, but think, for economy in time of working and safety, a lift not materially over 10 feet is best. I believe that this lift has come to be considered the standard for slack-water on small streams and canals. As far as I could learn, the ice does not promise to give much trouble on the Upper Monongahela. In this respect the river is better than it is lower down, where the difference in latitude is marked by more severe freezing weather. Gorges seldom occur, and have never been known to do any serious damage or to cause overflows. I regret that I was unable to carry out your instructions in respect to gauging the river, for it appears there are no records obtainable of the low-water discharge of the Monongahela above Cheat River. The lowest water while we were making the survey was at the start, early in July, when it was about 9 inches above low-water mark. After that the river fluctuated between a flood-stage and two feet above low-water mark. The flood on the Monongahela was more marked at its headwater than it was farther north. The greatest rain-fall appeared to culminate in the West Fork River Valley; and toward the last of this remarkably rainy season the greatest downfall was on Buffalo Creek, where a flood occurred entirely unprecedented for height. At Mannington, on this creek, and also on the Baltimore and Ohio Railroad, seventeen miles west of Fairmont, a road-bridge was swept away, and many thousands of dollars' damage was done, the water having stood $4\frac{1}{2}$ feet deep in the stores of the business part of the village. At Fairmont, and at Morgantown also, the extreme rise was 25 feet above low-water mark, but no damage was done, excepting by the loss of rafts and boats. The highest water known at Fairmont was in 1832, when the river rose 34 feet above low-water mark. I roughly estimated that for one week (July 23 to August 4) the average depth of the river at Fairmont was 15 feet, with a current of six and a half miles an hour, passing 4,000,000 cubic feet of water per minute.

In seasons of drought the creeks between Morgantown and Fairmont are practically dry, and the sole reliance for water must be placed on the Tygart's Valley River and the West Fork. It is believed by many that the river at such periods has more water at Fairmont than it has at Morgantown. I have no means of knowing, even approximately, the low-water discharge, but there is said to be always an ample supply for both the grist-mills at Fairmont, with water to spare. The most intelligent mill-men, and others with whom I conversed, thought there would always be an ample supply for slack-water purposes. I think myself, as there need be no rush of business at any time at the locks, the dams will remain full, and that a 6-foot navigable depth can be maintained in the Upper Monongahela at all times, save when the river may be closed by ice. The following table shows the distances from Pittsburgh of various points on the Upper Monongahela, the lengths and falls of the ripples and dams, and the elevations of low water above low water at Pittsburgh, and above the mean ocean-level:

Distance from Pittsburgh.	Place.	Elevation of low water above low water at Pittsburgh.	Elevation of low water above mean ocean-level.	Rise of ripple.	Length of ripple.	Remarks.
Miles.		Feet.	Feet.	Feet.	Feet.	
0	Pittsburgh.....	0	699.16	.....	.....	
102.25	Morgantown Bridge.....	89.97	789.13	.....	.....	
103.72	Cobun's Run.....	91.35	790.51	.....	.....	Begun survey July 3, 1875.
105.30	Morgan's mill-dam, below.....	94.47	793.63	.....	.....	In this distance the river is wide and filled up with loose rock.
	Morgan's mill-dam, above.....	98.37	797.53	3.90	.....	
106.62	Booth's Creek Ripple, foot.....	98.82	797.98	.....	.....	
	Booth's Creek Ripple, head.....	99.51	798.67	0.69	77	
107.76	Round Bottom Ripple, foot.....	101.21	800.37	.....	.....	
107.96	Round Bottom Ripple, head.....	102.31	801.47	1.10	1,082	Solid-rock bottom.
108.93	Gray's Rapid, foot.....	102.94	802.10	.....	.....	
108.96	Gray's Rapid, head.....	103.87	803.03	0.93	190	Rock-ledge across river.
109.12	Frum's Ripple, foot.....	104.20	803.36	.....	.....	
109.66	Frum's Ripple, head.....	106.98	806.14	2.78	2,350	Series of short ripples.
110.05	Jimmy's Ripple, foot.....	107.14	806.30	.....	.....	
110.71	Jimmy's Ripple, head.....	114.61	813.77	7.47	3,390	Do.
111.16	Little Falls, foot.....	115.37	814.53	.....	.....	

Distance from Pittsburgh.	Place.	Elevation of low water above low water at Pittsburgh.	Elevation of low water above mean ocean-level.	Rise of ripple.	Length of ripple.	Remarks.
Miles.		Feet.	Feet.	Feet.	Feet.	
111. 26	Little Falls, head.....	117. 19	816. 35	1. 82	400	Solid-rock bottom.
111. 73	Joe's Run Ripple, foot.....	117. 94	817. 10	.....	.....	.....
111. 90	Joe's Run Ripple, head.....	119. 01	818. 17	1. 07	920	Old fish-dam.
112. 34	Trippett's Ripple, foot.....	119. 30	818. 46	.....	.....	.....
112. 77	Trippett's Ripple, head.....	122. 49	821. 65	3. 19	2, 299	Fish-dam in ripple.
113. 10	Sapp's Ripple, foot.....	122. 51	821. 67	.....	.....	.....
113. 36	Sapp's Ripple, head.....	123. 51	822. 67	1. 00	1, 400	.....
114. 40	Big Falls, foot.....	124. 68	823. 84	.....	.....	.....
114. 60	Big Falls, head.....	127. 56	826. 72	2. 88	1, 050	Solid-rock ledge.
115. 46	Lowe's Ripple, foot.....	127. 81	826. 97	.....	.....	.....
	Lowe's Ripple, head.....	129. 87	829. 03	2. 06	200	Ruins of old dam and mill.
116. 51	Loweville mill-dam, below.....	131. 62	830. 78	.....	.....	.....
	Loweville mill-dam, above.....	134. 92	834. 08	3. 30	.....	Hood & Wisman's mill.
121. 37	Latan's Ripple, foot.....	137. 20	836. 36	.....	.....	.....
121. 48	Latan's Ripple, head.....	137. 95	837. 11	0. 75	615	Gentle ripple.
122. 17	Hayman's Ripple, foot.....	138. 03	837. 19	.....	.....	.....
122. 37	Hayman's Ripple, head.....	139. 54	838. 70	1. 51	2, 069	Loose-rock bottom.
125. 42	Holtz's mill-dam, below.....	141. 72	840. 88	.....	.....	.....
	Holtz's mill-dam, above.....	144. 57	843. 73	2. 85	.....	Solid-rock bottom.
125. 77	Head of ripple above dam.....	146. 64	845. 80	4. 92	1, 800	.....
128. 07	Fairmont Dam, below.....	147. 26	846. 42	.....	.....	.....
	Fairmont Dam, above.....	149. 21	848. 37	1. 95	.....	Two mills.
129. 67	The Forks.....	149. 94	849. 10	.....	.....	Junction of the Tygart Valley River and the West Fork.

Respectfully submitted.

THOMAS P. ROBERTS,
Assistant Engineer.

Maj. WM. E. MERRILL,
Corps of Engineers.

APPENDIX.

The following printed statement has been forwarded to me from Fairmont, from which it appears that at a recent test made at the Chicago water-works, Fairmont coal pumped 528 gallons of water per pound of coal consumed. Of the coals named in the table, the Briar Hill comes from the line of the Pennsylvania Railroad, and the Ft. Pitt, Walnut Hill, and Cherry Mines, from the line of the Pan-Handle Railroad. The Lackawanna is from the Eastern Pennsylvania, and, as far as I know, is the only anthracite coal on the list.

Official test of coal at Chicago water-works.

Number.	Date.	Kind.	From whom.	Hours run.	Quantity.	Revolutions.	Total gallons water pumped.	Gallons of water per pound of coal.	Comparative value per cent.
	1870.			hs. m.	Tons. lbs.				
1	May 3 to 5	Trippet	Rhodes & Bradley.	71 45	51 360	55, 563	37, 110, 743	362. 5	100. 0
2	Apr. 25 to 28	Willow Bank....	Waldron	71 10	75	83, 975	56, 241, 232	374. 9	103. 4
3	Apr. 22 to 23	Briar Hill	Rhodes & Bradley.	50 40	52 272	60, 876	40, 592, 071	389. 2	107. 3
4	.....	Glenco	Dutton	35 05	47 420	49, 376	38, 896, 790	412. 0	103. 6
5	May 5 to 7	Pearl.....	J. W. Walker & Co	52 55	51 1, 250	63, 748	42, 581, 673	412. 4	113. 7
6	Apr. 23 to 25	Ft. Pitt	Rend	54 30	51 1, 860	63, 952	42, 957, 960	413. 6	114. 0
7	Apr. 18 to 21	Pittsburgh	McCauley	54 50	51 140	63, 907	42, 559, 962	416. 6	114. 9
8	Apr. 28 to 30	Walnut Hill....	Ames	56 50	53 1, 510	67, 353	45, 107, 868	419. 5	115. 7
9	Oct. 18 to 19	Lackawanna .....	.....	48 00	49 1, 150	49, 416	42, 208, 364	425. 6	117. 4
10	Sept. 9 to 20	Hocking Valley	Ames	288 00	352 260	347, 667	300, 416, 866	426. 5	117. 6
11	May 1 to 3	Cherry Mines ...	Taylor	60 25	54 1, 570	69, 706	46, 800, 855	427. 0	117. 7
12	Sept. 1 to 9	Hocking Valley	Rend	192 00	235 1, 900	240, 083	206, 293, 815	437. 1	120. 5
13	Sept. 21 to 22	Fairmont.....	.....	42 30	44 1, 470	56, 658	47, 251, 650	528. 1	145. 7

The following, being an ordinary weekly statement published in the Engineering and Mining Journal of New York, (taken from the issue of October 9, 1875,) is presented to show that Fairmont coal in the eastern gas-coal market stands "alongside" on equal terms with any other plain bituminous gas-coal from American mines. It should be borne in mind that the various cannel-coals quoted are chiefly valuable for mixing with coals weak in gas. Cannel-coal is entirely too fat to be used alone in large gas-works as at present constructed, and is equally unsatisfactory for this reason when used for steam purposes, and therefore comparatively small quantities of it are employed. All of the regular gas-coals quoted in the table are nearer market than the Fairmont coal; if we prorate for grades, the distance to New York becomes even more favorable for the coal from other regions. It must be chiefly because the coal is of a superior quality, and is cheap to mine, that it enters the market at all.

Wholesale prices of bituminous coal—domestic gas-coals—per ton of 2,240 pounds.

Variety.	At the ship- ping ports.	Alongside in New York.
Westmoreland and Pennsylvania, at Greenwich, Philadelphia	\$5 20	\$6 50
Westmoreland and Pennsylvania, at South Amboy	6 00	6 50
Red Bank cannel, Pennsylvania, at Philadelphia	8 00	8 50
Red Bank cannel, Pennsylvania, at South Amboy	8 50	.....
Red Orrel	6 00	6 50
Youghiogeny, Waverly, county of Baltimore	5 00	6 50
Despard, West Virginia	5 00	6 50
Murphy Run, West Virginia, at Baltimore	4 75	6 50
Fairmont, West Virginia, at Baltimore	4 75	6 50
Newburgh Orrel, Maryland, at Baltimore	4 75	6 50
Cannelton cannel, West Virginia, at Richmond	9 50	11 00
Cannelton splint, West Virginia, at Richmond	5 00	6 50
Peytona cannel, West Virginia, at Richmond	9 50	11 50
Straitsville cannel, at Sandusky, Ohio	3 25	10 00

EXAMINATION OF THE LOUISA FORK OF SANDY RIVER, FROM THE MOUTH OF DISMAL, IN BUCHANAN COUNTY, VIRGINIA, TO PIKETON, KENTUCKY.

UNITED STATES ENGINEER OFFICE,
Cincinnati, Ohio, January 6, 1876.

GENERAL: I have the honor to forward herewith the report of Mr. James E. Bell, assistant engineer, on the examination of the Louisa Fork of the Big Sandy River, between Piketon, Ky., and the mouth of Dismal, in Virginia. The examination was ordered in the appropriation bill for rivers and harbors approved March 3, 1875.

The distance covered by this examination is 62 miles, and in this distance the fall of the river is 526 feet, which is a little more than 100 feet greater than the entire fall of the Ohio River from Pittsburgh to Cairo. The average rate of fall on this part of the Louisa Fork is $8\frac{1}{2}$ feet per mile.

The country is very sparsely settled, the majority of the inhabitants being engaged in cutting and rafting logs to the Ohio. The only improvements that they request are such as will help the rafting interest, such as straightening sharp bends, closing duplicate channels, cutting down trees that overhang the channel, and removing large rocks in the bed of the river. This work is so scattered in location and so uncertain in amount as to make accurate estimates impossible. Mr. Bell submits

an estimate of \$18,000, and suggests that at least \$3,000 ought to be expended in improving the channel at the worst places.

I am satisfied that any moderate sum that Congress might see fit to appropriate could be used to advantage, provided it did not exceed the larger sum named above.

An improvement by locks and dams would not be justified by the present needs of commerce.

Respectfully, your obedient servant,

WM. E. MERRILL,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

REPORT OF MR. JAMES E. BELL, ASSISTANT ENGINEER.

UNITED STATES ENGINEER OFFICE,
Cincinnati, Ohio, December 15, 1875.

SIR: I have the honor to submit the following report of the reconnaissance of the Louisa Fork of the Big Sandy River, from Piketon, Ky., to the mouth of Dismal Creek, in Buchanan County, Virginia, assigned to me by your orders July 14, 1875.

The lower portion of Louisa Fork, as far up as Piketon, was surveyed during the fall of 1874, under your instructions, and in a report, made last February, are given a general description of that stream and a statement of its commercial importance.

The reconnaissance of the upper portion of Louisa Fork, as designated in your orders, was begun at the mouth of Dismal Creek soon after the cessation of the continuous rains of last July, when the fork had fallen to a safe navigable stage.

The Louisa Fork rises in a ridge of the Cumberland Mountains in Buchanan County, Virginia, and flows in a northwesterly direction, with a very tortuous course, through Buchanan County, Virginia, and Pike, Johnson, and Lawrence Counties, Kentucky; opposite the town of Louisa, in Lawrence County, Kentucky, and about 26 miles from the Ohio River it unites with the Tug Fork, and the two form the Big Sandy River.

The range of mountains that forms the boundary between Buchanan and Tazewell Counties, Virginia, is the water-shed of Louisa Fork and of Clinch River, an important tributary of the Tennessee, and it is known in geography as the Clinch range of the Appalachian Mountain system. Another range of this same system, which forms the dividing-line between Virginia and West Virginia, is the water-shed of the two forks of the Big Sandy.

That portion of the Clinch range which gives its water to the Louisa Fork is known in Buchanan and adjacent Virginia counties as the Sandy Ridge.

The survey was begun at the mouth of Dismal Creek, about 15 miles from the headwaters of the Louisa Fork, and the elevation of low water at this place is 687.506 feet above low-water mark of the Ohio River at Catlettsburgh, Ky., or 1,175.868 feet above mean ocean tide.

The mountainous section which is drained by the Louisa Fork is divided into ridges by its many long and sinuous tributaries, whose sources are upon these ridges, at distances of from two to fifty miles from the main stream; they are fed almost continually throughout the year by numerous mountain-springs, which become, especially during dry seasons, the only means of maintaining the supply of water in the fork.

The Louisa Fork is, in many respects, the most important tributary of the Big Sandy River. Its basin is the widest, longest, and the most fertile. Its valley is the richest, both in mineral and in agricultural resources. It is the only outlet for the trade of this section of Eastern Kentucky.

The bottom-lands, varying in width from 200 to 1,000 feet, extend in a nearly level plain, generally above ordinary high-water mark, from the bank of the fork to the foot of the rocky hills on each side. The difference of elevation between the extreme stages of high and low water diminishes as the fork is ascended, and it often happens that, when the high bottom-lands near Piketon are inundated, the low lands in the immediate vicinity of Grundy are free from overflow.

The area drained by that portion of the Louisa Fork lying above Piketon is about 1,200 square miles. As there are no records of the amount of rain-fall on this area, it is impossible to estimate the average annual discharge of the fork, but from the fact the rises are very sudden, and at times reach 51 feet above low water at Piketon, it is a fair inference that a very large portion of the downfall is carried off by the river.

The area under cultivation is exceedingly small, the greater portion of the basin being made up of precipitous hills thickly covered with trees. The bed of the river is rocky, and its slope is so steep as to carry off water with great rapidity.

The valley of the Louisa Fork is crooked, rough, and narrow, and is in many places confined, for a considerable distance, to a narrow passage between rocky hills. The stream meanders from side to side of its valley, alternately approaching the river hills on one side and washing their bases on the other, thus affording a comparatively easy and unobstructed land-passage on one side, and effectually preventing such a road on the other. The banks of the stream between Piketon and Russell Fork, about twelve miles above, are composed mostly of sand; but in some places they contain loose rock and gravel, and in others they are the solid cliffs of the bordering hills. Above Russell Fork the banks contain very little sand or mud, being generally composed of solid rock, loose rock, or gravel. The solid-rock banks are found at those places where the mountain-sides are washed by the fork, which occurs alternately on the two sides of the stream, usually at the bends, where the rock walls rise perpendicularly many feet above the water. The bed of the stream, up to Russell Fork, is composed mostly of a deposit of fine sand; but in some places, especially near the shoals, we find loose rock and gravel. Above Russell Fork the bed-rock appears almost everywhere. The sand bottoms near the mouths of tributaries, and the coarse gravel-beds of shoals are, no doubt, but the scanty coverings of a rock bottom. The pools are of various lengths, depths, and widths. The longest are found below Russell Fork, those above being much shorter and more numerous. The shoals are natural dams for holding water in the pools, and the latter are the reservoirs that supply the Big Sandy River during dry seasons, as the many tributaries below Piketon only contribute in rainy seasons towards maintaining the river's supply. The shoals, which are very numerous, very steep, and very long, are generally occasioned by a reef of rocks, together with more or less loose rock or coarse gravel, running entirely across the bed of the fork. They increase in steepness and length as the stream is ascended, so much so that in several places a succession of shoals, with intervening short pools of deep water, are found, extending over a distance of one or more miles.

During freshets the ripples entirely disappear, and the fork becomes a torrent of mad waters, laded to its maximum capacity with sediment. The Louisa Fork, up to the mouth of Russell Fork, has nearly a uniform width of 350 feet, but above this point it varies in width from 100 to 180 feet, except in the immediate vicinity of the islands, where it sometimes spreads to 250 feet or more.

The river-hills increase in height as the fork is ascended, their average height above low-water mark being about 700 feet.

The entire population of the basin of Louisa Fork, above Piketon, according to census returns of 1870, is about 1,400, which is an average of about 13 persons to each square mile drained.

Piketon is, in every respect, the most important town in the mountain section of Eastern Kentucky. Grundy, the only other town on the upper portion of this fork, is an isolated village of no importance, hemmed in on all sides by high mountains.

The length of the Louisa Fork, from Piketon to the mouth of Dismal Creek, is 61 miles, and the total distance from Catlettsburgh, Ky., (at the mouth of the Big Sandy River,) to Dismal Creek is 165 miles. The average rise up to Russell Fork is 1.87 feet per mile; above this point it increases to 9.82 feet per mile.

GENERAL REMARKS.

The following list gives the approximate lengths of the principal tributaries of Louisa Fork:

	Miles.
Island Creek	8
Shelby Creek	50
Russell Fork	80
Big Creek	7
Hurricane Creek	20
Bull Creek	8
Big Prator Creek	8
Dismal Creek	30

The Russell Fork is the longest and most important feeder of Louisa Fork, and it flows through a gap in the Cumberland Mountains over a series of rock-bottomed falls between high perpendicular banks. The valley of this fork, as well as those of the other tributaries, has similar general features to that of the main stream.

The water-supply of the Louisa Fork was approximately gauged at two points when the stream was in different conditions. The discharge at Vance Shoal was taken when the depth of the water was 6 feet, or 2 feet above rafting stage, and still rising, and it gave about 2,758 cubic feet per second, with a velocity of 4 miles per hour. The

gauging at Conaway Shoal, when the fork was 2 feet above low-water mark, or below rafting stage, gave a discharge of 360 cubic feet per second.

The duration and the kind of navigation of the Louisa Fork during each season are as follows: Steamboat navigation from the mouth to Piketon, Ky., is practicable about four months each year, and at other times, except when the stream is at its lowest mark, trade is continued successfully by means of "push-boats."

The steamboats that navigate this fork are flat-bottomed, with square-raked bows. They draw 30 inches with a load of thirty tons, and are 65 feet long with 10 feet beam. The highest point usually reached by them is Piketon, but occasionally during the season just past they ascended to the mouth of Russell Fork, and one trip was made about four miles up this fork. Steamboats find great difficulty in getting to Russell Fork, especially in crossing the shoals, where the swiftness of the water is too great for the propelling power of the boat, and they are compelled to warp up by capstan and line. The shortness of the distance through which the great descents occur, and the increase in velocity at every increase of volume, make navigation so difficult that, during freshets, the fork cannot be ascended at all. The highest point ever reached, even by "push-boats," was Hackney's Creek, about thirty-eight miles above Piketon, and, as this happened many years ago, it is supposable that the difficulties in passing the shoals and the uncertain stages of water in the fork prevented the continuation of that laborious mode of transportation to any great distance above Piketon. The people, as far up as the State-line, do all their transportation in canoes, when the water will permit, and at other times their commodities are either packed by mules and horses or hauled in wagons. In Kentucky there is a narrow dirt-road following the meanderings of the fork, on one side or the other, throughout its entire length; but it is not graded nor raised above the natural surface, and consequently at every freshet it is washed away in many places, generally where it crosses the tributaries. In Virginia, however, there is a macadamized turnpike in good repair, and generally above high-water mark.

The only practical or profitable use of the Louisa Fork is for rafting logs at certain stages of water. They are formed into half-rafts 60 feet long and from 18 to 20 feet wide, and containing about 800 feet of lumber. These rafts consist almost entirely of poplar logs, averaging not over 30 inches in diameter; but occasionally a small raft of walnut logs is taken out. The heavier woods, and logs of poplar of a greater diameter than 30 inches, are but seldom rafted, on account of the slight depth of water during the rafting stage. This stage occurs at irregular intervals during the winter and spring, the maximum depth being 4 feet above low-water mark and the minimum 3 feet; this gives the raftsmen in the immediate vicinity of Grundy a margin of 12 inches for their work. A rise of 3 feet at Grundy gives sufficient water to float the deepest raft over the shallowest shoal in Kentucky, and a rise of 4 feet at the same point, provided it comes only from above, gives the maximum limit of a safe rafting stage. When the rise is general in all the tributaries, with the same depth of 4 feet at Grundy, rafting is impossible, because the velocity of the stream becomes so great that the rafts are unmanageable and cannot be kept in the channel, either in rounding the sharp bends or in passing other obstructions.

The mercantile products of the valleys of the upper portion of Louisa Fork and its tributaries, especially in Kentucky, go overland to Piketon to be shipped, according to the season, either by steamboat or push-boat to markets on the Ohio River. The principal exports, besides lumber, are the usual accumulations of country stores, such as medicinal herbs, skins, furs, and dried fruit.

Pike County contains about 50 square miles, and is drained by many tributaries of the Louisa Fork which flow through it. The taxable property of this county is estimated at \$2,000,000, and it is more populous than any other of the Big Sandy Valley counties.

The following statistics of the products of Pike County for the year 1874, and of their value, were kindly furnished by Hon. John Dils, of Piketon, Ky.:

	Value.
Corn, 500,000 bushels	\$300, 000
Wheat, 30,000 bushels	30, 000
Oats, 25,000 bushels	11, 250
Dried peaches, 40,000 bushels	40, 000
Dried apples, 10,000 bushels	10, 000
Medicinal herbs, bee's-wax, honey, furs, skins, &c	25, 000
Lumber	75, 000
Total	491, 250

The exports will average about \$250,000 each year, and it is estimated that the imports largely exceed the value of exports, although nothing definite can be obtained concerning them from the merchants. Mr. Dils says that a safe and cheap means of transportation would more than double the resources of this country.

The Virginia basin of this fork and the adjoining sections in West Virginia have an overland outlet for trade at Saltsville, Va., a station on a branch of the railroad from Lynchburgh to Knoxville. The expense of hauling merchandise sixty miles or more over rough mountain-roads greatly increases the first cost of the goods. The aggregate values of the exports and imports were kindly furnished by Mr. John N. Watkins, of Grundy, Va. He places them at \$400,000 per annum. This trade would naturally flow to the centers of supply on the Ohio River, were there any means of transportation to those markets.

Lumber in the shape of logs is the chief article of export, but many other products, such as herbs, skins, wool, feathers, and dried fruit, are yearly shipped in large quantities.

The bottom-lands are generally planted in corn, but only in such quantities as to supply the inhabitants and the cattle that are employed in lumbering.

The valleys are very well adapted both in climate and in soil to fruit-growing, and it is a very rare occurrence for orchards to fail to yield an average crop each year. The soil is also well adapted to the culture of tobacco, but at present only enough is raised for home consumption. Stock-raising is not carried on to any great extent, although there are excellent grazing-lands in this valley covered with blue-grass of spontaneous growth. The mountain-sides are covered with dense forests of valuable trees which have the appearance of being able to furnish an almost inexhaustible supply of timber.

The forests on the banks of the upper portion of Louisa Fork have for years past furnished a large amount of the choicest and best lumber for the manufactories on the Ohio River. Although large quantities of timber have been taken from this section, there yet remain many mountains whose river-slopes are covered with excellent trees which can readily be put into the water at a small expense.

The great fall in many of the shoals gives sufficient power for milling purposes, and five mills at different shoals have availed themselves of these advantages for grinding grain for the surrounding country. These rudely-constructed grist-mills, whose average yield, at the most, is about twenty bushels daily, often have saw-mills in connection with them, but their capacities are only sufficient for sawing what lumber is required for the limited trade of the country.

The rafting of logs has engaged the inhabitants of this entire valley to such an extent that their farms are left uncultivated, or, even if cultivation is attempted, it is poorly done, and is limited to what is barely sufficient for home-wants. It is for these reasons that there is such a scarcity of farm-products. A company was formed a few years ago, called the Pennsylvania Company, to go extensively into the rafting business. They erected "booms" in Russell Fork, near its mouth, for catching the logs thrown into it from the mountain-sides above; but the many disasters that attended this manner of storing logs, due to the sudden freshets washing away the "booms," compelled the abandonment of the enterprise after considerable loss had been sustained. A new company has taken possession of the old company's effects, and intend to continue to raft logs to the Ohio River. There is no manufacturing of wooden ware in this valley.

This entire country is geologically situated in the Appalachian region of the Carboniferous age, which concludes the coal-measures of Western Pennsylvania, West Virginia, Buchanan and Wise Counties, Virginia, and the eastern part of Kentucky.

There has not been any special geological examination of this country, and all that is known concerning its formation has been learned by means of the outcroppings along the roads and creeks, or from similar formations of this same period in other localities where investigations have been made. The exposures at various places show many fine developments of coal of excellent quality and in beds of varying thicknesses.

The iron-ores are not of sufficient thickness or abundance to require special notice.

The Sandy Ridge is a geological division between the limestone and sandstone formation of the Appalachian region, and on its western side, which is drained by the Louisa Fork, it contains many coarse grayish conglomerates and sandstones.

The relations of the sandstones, shales, &c., that alternate with the coal-beds in this section are but partly understood. In the vicinity of Grundy, and in other parts of the valley, a buhr-stone, a cellular, flinty, and siliceous rock of a white color, occurs in beds several feet thick. The millers of this valley use it in their mills, and say that while it has no superior for grinding corn, it is not as good as the French buhr-stone for wheat.

It will be proper to describe, in a general manner, the obstacles that always give the raftsmen trouble during the rafting season. The great demand for good lumber induced the raftsmen to procure their supplies from the heavily-wooded country above Piketon, but before they could be transported, many of the sharpest bends had to be straightened, and some of the more dangerous rocks had to be removed from the channel. The amount of work done in improving the channel was the minimum that would at all answer the purpose. The bends are still serious obstacles to rafting, as it is very diffi-

cult for the raftsmen to keep their rafts from striking the shores, more especially where, as is often the case, there is a shoal just above the bend. The difficulty is further increased by the danger of being "stove-up" on the rocks that are often found in these places. The abundance of islands is a peculiar feature of the upper portion of Louisa Fork. They are generally found in clusters, with narrow and shallow chutes between them, thus spreading the stream over a wide area, and so reducing the volume in the main chute as to make it narrow and shallow. In Kentucky the shoals are generally very shallow, and it would be very advantageous if they could be excavated a few feet, in order to let rafts float over them at a lower stage than is now available.

During the rafting season the raftsmen are not seriously inconvenienced by the mill-dams, nor by leaning trees or snags, the latter being only exposed at low water.

A general improvement of the fork by closing island chutes, widening and straightening the channel at a number of difficult places, and removing rocks and other obstructions, would lengthen the rafting season, and would permit the running out of rafts, with less expense and labor, and with greater safety than ever before. The following estimate is approximately the cost of improving the upper portion of Louisa Fork.

In many places the materials taken from the shoals and islands can be used advantageously in closing the chutes at no further increase of expense. In almost all cases the work would be "dry work."

Closing 8 chutes by dams of brush and stone, at \$200	\$1,600
Straightening 9 bends by cutting off points, at \$400	3,600
18,000 cubic yards earth-excavation at shoals, at 50 cents	9,000
600 cubic yards rock-excavation at shoals, at \$2	1,200
Removing overhanging trees from the island	1,000
	16,400
Contingencies, &c., 10 per cent.	1,640
Total cost	18,040

It would be a great benefit to lumber-navigation if any sum of money were appropriated and judiciously expended in straightening the sharpest bends and in removing the worst obstructions. If it does not seem advisable to make the expenditure detailed above, it is respectfully suggested that at least \$3,000 ought to be expended in improving the channel at the worst places.

The improvement recommended of the Louisa Fork, above Piketon, to which this report is limited, is only for the removal of those serious obstructions that are constantly met in transporting lumber during the rafting-stage, it being scarcely probable that any improvement, except by locks and dams, would benefit navigation in this fork to such an extent as to induce merchants near the headwaters to open trade communications by means of boats. The proposed improvement will probably permit push-boats to ascend the fork higher than ever before; but they will certainly meet, in the ascension, even when the stream is most favorable for navigation, many serious obstructions, that will have a tendency to make this mode of transportation unfavorable, as well as unprofitable. The coal-deposits would not be any inducement for improving this fork by any of the known means, as excellent beds of this formation are found nearer the mouth of the river.

I would be an unwise expenditure of money to improve the upper portion of Louisa Fork by means of locks and dams, even if the business of the valley were of such magnitude as to require it, as long as the fork below Piketon remains in its present unnavigable condition.

The following table gives the elevations and distances of various points on the Louisa Fork of the Big Sandy River.

The elevations are only for the lower ends of the shoals; but the rise of each shoal and its length are given in separate columns.

Louisa Fork of the Big Sandy River.

Miles from Catlettsburgh.	Name.	Elevation in feet above low water, Ohio River, at Catlettsburgh.	Elevation in feet above mean ocean-level.	Rise in feet.	Length in feet.	Remarks.
.....	Catlettsburgh .....	.....	488.362	.....	.....	
112.50	Piketon, Ky.:					Piketon, the county-seat of Pike County, is situated on a plateau about 51 feet above low-water mark, and is, except in extreme freshets, free from inundation.
	Low-water mark	161.198	649.560	.....	.....	
	High-water mark of 1863.	212.959	701.321	.....	.....	
113.00	Harrell Branch Shoal.	161.198	649.560	1.036	300	
114.75	Island Creek Shoal...	162.234	650.596	1.766	500	
115.10	Moore's Shoal.....	164.000	652.362	0.981	300	
116.50	Marion Sword's Shoal.	165.019	653.371	1.482	300	
117.75	Porter Shoal	166.500	654.862	5.462	2,640	
118.60	Turnhole Shoal	171.962	660.324	1.000	300	
120.25	Sword's Mill Shoal...	172.962	661.324	2.645	600	
120.80	Shelby Creek Shoal ..	175.607	663.969	0.413	300	
121.50	Cloe Shoal	176.020	664.382	1.510	600	
122.90	Narrow Hollow Shoal.	177.530	665.892	1.294	600	
123.20	Justus Shoal.....	178.824	667.186	0.603	201	
123.90	Greasy Shoal	179.427	667.789	0.652	300	
124.87	Fork's Shoal	180.075	668.437	3.893	450	
125.25	Fish-Trap Shoal	183.968	671.330	2.421	300	
125.70	Shoal	186.389	673.751	2.010	300	
125.90	Pompey Shoal	188.399	676.761	2.210	300	
127.60	Crossing Shoal	196.000	684.362	2.329	200	
128.10	Sloan's Shoal.....	198.329	686.691	3.107	600	
129.30	Blackburn Shoal.....	201.436	689.798	2.419	900	
130.87	Abner's Mill Shoal...	205.375	693.737	3.938	300	
133.13	Grapevine Shoal	218.417	706.779	2.000	200	
134.62	Andy's Shoal	228.569	716.931	3.451	900	
135.87	Miller Creek Shoal...	235.470	723.832	2.559	1,200	
136.62	Rowe Shoal.....	238.569	726.931	1.870	600	
137.38	Crossing Shoal.....	240.439	728.801	4.518	1,200	State road crosses shoal at this point.
138.13	Lick Shoal	246.957	735.319	3.505	600	
139.50	Stump's Island Shoal	252.460	740.822	5.202	900	Allen Rock is at foot of this shoal, and it contains about 50 cubic yards.
140.95	Elkfoot Shoal	263.085	751.447	4.742	300	
141.75	Field's Mill Shoal....	268.227	756.589	7.521	300	There is a grist-mill at the head of this shoal.
143.00	Hunt's Shoal.....	276.879	765.141	2.000	500	
143.62	Big Creek Shoal.....	288.324	776.686	4.464	900	Shoal is narrow and shallow.
144.75	Fish-Trap Shoal.....	293.828	782.190	5.252	400	
145.75	Rocky Hollow Shoal ..	301.830	790.192	3.324	750	
146.50	Cuba Islands Shoal...	305.154	793.516	1.917	200	Stream is shallow at this point.
146.75	Long Shoal	307.071	795.433	6.267	750	
147.00	Fed's Creek Shoal....	313.335	801.697	4.819	900	
148.50	Rocky Shoal	328.476	816.838	4.961	900	
149.10	Card Creek Shoal	333.437	821.799	2.847	600	This is a very shallow shoal.
150.87	Hackney's Shoal	348.773	837.135	4.467	320	
151.16	State-Line Branch Shoal.	354.742	843.104	4.936	600	
151.35	Kentucky and Virginia State line.	.....	.....	.....	.....	
151.40	Collins Shoal	359.678	848.040	3.740	350	
151.84	Buckeye Shoal	363.418	853.780	4.145	650	
152.25	Mill Shoal	367.563	855.925	4.500	400	
152.60	Conaway Shoal	372.063	860.425	6.887	600	There are three large rocks in this shoal.
153.12	Fish-Trap Shoal	378.950	867.312	5.470	1,000	
154.00	Rocklick Shoal.....	388.654	877.016	10.032	600	Point of rocks on left is very dangerous to rafting.
155.00	Home Shoal.....	405.405	893.767	6.982	600	
156.06	Louisa Bend Shoal...	423.318	911.680	8.955	700	This bend gives much trouble in passing.
156.78	Linn Camp Shoal	436.402	924.764	9.560	900	
157.75	Bob Rock Shoal.....	449.600	937.962	5.098	250	There is a large rock at foot of this shoal, called Bob Rock; its dimensions are 10 by 15 by 12 feet, and it is a serious obstacle to raftsmen; there are five other large rocks in this shoal.
157.87	Bull Shoal	454.698	943.060	8.015	300	This shoal is narrow, shallow, and filled with rock.
158.20	Fording Shoal	462.713	951.075	4.155	400	Point on left is very sharp.
158.50	Clevinger Mill Shoal.	466.868	955.230	5.732	300	
158.70	David Stiltner Shoal ..	472.600	960.962	4.706	300	Bend on left dangerous.
159.50	Mill Shoal.....	477.306	965.668	6.386	1,000	Shoal contains large rocks.
159.87	Jared Stiltner Shoal ..	484.500	972.822	3.417	700	

Louisa Fork of the Big Sandy River—Continued.

Miles from Cat- lettsburgh.	Name.	Elevation in feet above low wa- ter, Ohio River, at Catlettsburgh.	Elevation in feet above mean ocean-level.	Rise in feet.	Length in feet.	Remarks.
160.00	Elizabeth Bend Shoal	487.917	976.279	6.161	900	Bend is very sharp and contains many large rocks.
161.10	Looney Shoal	498.980	987.342	3.640	300	Point ought to be cut off.
161.25	Ford's Shoal	502.620	990.982	2.509	200	
161.42	Fish-Trap Shoal	505.129	993.491	4.381	900	
161.87	Clevinger Shoal	514.765	1,003.127	4.461	800	Bend too sharp at head of shoal.
162.35	Clevinger Rock Shoal	519.226	1,007.588	6.457	900	This shoal contains many large rocks.
162.68	Otter Slide Shoal	525.683	1,014.045	4.613	500	Many large rocks have slid into the stream at this shoal; bend on right is very sharp.
163.45	Ratliff's Shoal	530.296	1,018.658	4.883	200	This shoal contains some large rocks. There are many large rocks in this shoal.
163.65	Fish-Trap Shoal	539.445	1,027.807	3.834	900	
164.13	Grundy Shoal	543.279	1,031.641	14.726	3,300	
164.75	Grundy:					
	Low-water mark	558.005	1,046.367	.....	.....	
	High-water mark	568.065	1,056.427	.....	.....	
165.50	Mill Shoal	558.005	1,046.367	10.005	1,250	
165.87	Higbitt's Shoal	568.000	1,056.362	7.500	950	
166.25	Barn Shoal	575.500	1,063.862	4.150	900	
166.50	Watkins Shoal	579.650	1,068.012	4.650	1,200	
166.90	Smith Bend Shoal	584.300	1,072.662	5.260	1,000	
167.75	Rattle-Trap Shoal	598.560	1,077.922	6.950	400	
168.60	Matny Shoal	596.510	1,084.872	7.250	1,200	
169.65	Vance Shoal	603.760	1,092.122	16.000	2,600	
170.65	Prator Shoal	619.760	1,108.122	15.490	1,250	
171.65	Mulberry Shoal	535.250	1,123.612	10.000	1,350	
172.10	Ratliff's Mill Shoal	645.250	1,133.612	10.506	900	
172.50	Dismal Creek Shoals	655.756	1,144.118	31.750	9,800	
174.35	Dismal Creek	687.506	1,175.868	.....	.....	There are many large rocks in these shoals; these are a series of shoals with short intervening pools of deep water.

Three maps, with profiles, accompany this report. The horizontal scale is 1 inch to 2,000 feet, and the vertical scale is 1 inch to 10 feet.

Respectfully submitted.

JAMES E. BELL,
Assistant Engineer.

Maj. WILLIAM E. MERRILL,
Corps of Engineers, U. S. A.

SURVEY OF THE MOUTH OF BIG SANDY CREEK, NEW
YORK.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*The report of Maj. J. M. Wilson, Corps of Engineers, on the survey of the
mouth of Big Sandy Creek, New York.*

JANUARY 25, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
January 22, 1876.

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with the requirements of the river and harbor act of March 3, 1875, copies of reports from Maj. John M. Wilson, of the Corps of Engineers, of the survey of the mouth of Big Sandy Creek, New York, and of an examination for the purpose of ascertaining the practicability and cost of constructing a canal and locks around the rapids in the Saint Lawrence River, at Waddington, N. Y.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 20, 1876.

SIR: I beg leave to submit herewith copies of reports to this Office from Maj. John M. Wilson, Corps of Engineers, of the results of a survey of the mouth of Big Sandy Creek, New York, and of an examination for the purpose of ascertaining the practicability and cost of constructing a canal and locks around the rapids in the Saint Lawrence River, at Waddington, N. Y., made in compliance with the requirements of the river and harbor act of March 3, 1875.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brigadier-General and Chief of Engineers.

Hon. WM. W. BELKNAP,
Secretary of War.

SURVEY OF MOUTH OF BIG SANDY CREEK, NEW YORK.

UNITED STATES ENGINEER OFFICE,
Oswego, N. Y., September 30, 1875.

GENERAL: I have the honor to submit the accompanying map and report of a survey made at the mouth of Big Sandy Creek, New York, as required by the act of Congress approved March 3, 1875.

A previous survey of the mouth of this creek was made in the fall of 1828, by Capt. T. W. Maurice, Corps of Engineers, in accordance with an act of Congress approved May 23, 1828, and in January, 1829, a report with a plan for its improvement was submitted. This report was again called for by resolution of the House of Representatives, January 29, 1844, but no action was ever taken upon it.

Big Sandy Creek empties into that portion of Lake Ontario known as Mexico Bay, at a point about twenty-six miles northeast of Oswego; it is formed by two streams, known as the North and South Branches, which, winding through an extensive marsh, join near its mouth. The North Branch, which is the main stream, rises in Lewis County, New York, and is about thirty miles long; the South Branch rises in Jefferson County, New York, and, although a stream of less magnitude, is about the same length; the two branches drain about two hundred and fifty square miles of New York State.

Mexico Bay, into which this creek empties, is described in the report of Captain Maurice, as follows:

Mexico Bay, situated at the lower end of Lake Ontario, is formed by New Haven Point to the southwest and Stony Point to the north. It receives into it the following streams, viz, Big and Little Sandy Creeks, Salmon and Little Salmon Rivers, and includes a circuit of nearly forty miles, forming a large open bay, exposed to the tempestuous winds of the lake. Along the whole of this circuit there is not a single natural harbor but which is obstructed or closed by extensive bars with very little water on them, and as vessels are often driven into them, there is no hope of escape, the seas being so powerful that they cannot stretch out so as to clear either of the points forming the bay, in consequence of which, for the want of an entrance into the creeks and rivers which flow into this bay, they are unavoidably driven on the shore, frequently sacrificing life and property.

The facts as stated in 1829 exist to-day, there being no available harbor between Oswego and Stony Point. After crossing the bar, the North Branch of Big Sandy Creek is navigable at the mean level of the lake for a distance of a quarter of a mile, for vessels drawing 12 feet; both branches at this same level can be navigated by vessels drawing 7 feet, for a distance of about a mile and a half above the mouth. After the junction of the two branches, the stream empties itself into the lake through a channel which is obstructed by a bar, composed of sand and gravel, extending a distance of about a quarter of a mile into the lake over which vessels drawing more than 5 feet cannot pass at mean water-level. Through the bar a ridge of bowlders runs obliquely from the shore.

This bar is not formed by sedimentary deposits, brought down the creek, but is of a character that indicates that it has been driven in by the violent seas during west and northwest gales, and in such quantities that sand-dunes have been formed on each side of the mouth of the creek, similar to those I have seen on the shores of Lake Michigan.

Woodville on the North Branch, and Ellisburgh on the South, are the nearest villages to the mouth of the creek. The former is three and a half miles from the mouth, and vessels drawing 7 feet can go up to the store-house, one and a half miles below the village; it has about three hundred and twenty-five inhabitants, and contains a grist-mill, a saw-mill, a sash and blind factory, and two wagon-shops. Ellisburgh is four

and a half miles from the mouth of the creek, and vessels drawing 6 feet of water can unload at the landing three miles below the village; it has about four hundred inhabitants, and contains one grist-mill, one saw-mill, two cabinet-shops, one wagon-shop, one carding-machine shop, one gun-shop, one machine-shop, and one cheese-factory.

The mouth of Big Sandy Creek is the lake-port outlet for about eighty square miles of territory, the principal productions of which are barley, hay, corn, potatoes, cheese, and butter. I am informed that during the last twenty-five years eleven vessels and two canal-boats have been lost within six miles of this port, and that a harbor of refuge might have saved the brig *Halifax* and her crew, the *Oriental*, the *Huron*, with a cargo of coal, the *William Elgin*, with ten thousand bushels of wheat, and the *Christiana*, with a load of corn. Many other vessels have gone ashore, but have succeeded in getting off again. When a vessel passes the harbor of Oswego, in a westerly gale, and gets into Mexico Bay, her chances for escape are small, as there is no harbor of refuge available.

THE PRESENT PROJECT.

In order to open the channel through the bar at the mouth of the creek, for the purpose of constructing a harbor of refuge, and for the benefit of vessels trading at this port, it is now proposed to construct parallel piers over the bar, one hundred and fifty feet apart, each eighteen hundred feet long and twenty feet wide; to dredge the channel between them to a depth of twelve feet at mean water-level; to protect the shores of the creek on each side, near the mouth, by a pile revetment; and to construct a short pile-pier, projecting from the east bank of the South Branch, so as to direct the current into the channel between the piers.

It is hoped that after this is done the freshets will be able to keep the channel open; the rise of water during the spring freshets is two feet, and in the fall about one foot; in the spring they last about three weeks, and in the fall about as many days.

The water was below the ordinary mean level of the lake when the survey was made, so that we were unable to obtain the velocity during freshets; but I am informed by an old resident of the place that the current, during the spring rise, runs from six to eight miles an hour; this, if confined within the piers, will be amply sufficient to clear the channel.

In locating the piers, they have been placed at an angle of about one hundred and seven degrees with the shore, north of the mouth of the creek, and in a direction about twenty-seven degrees south of west. For this position I have two reasons: the one, on account of the ridge of boulders, previously mentioned, running through the bar, which would be difficult to excavate, and which will afford an excellent foundation for the cribs; and the other, because I was anxious that they should not be in the direction of the heaviest seas. I have located them at an angle of about seventy-two degrees with the direction of the prevailing and worst storms, which come from the northwest. As the bar is formed by sand driven in by the heavy seas, this sand will be swept against the north pier, or across the entrance, instead of up the channel between the piers.

The plan proposed is somewhat similar to that of Captain Maurice, the direction of the piers being more to the southwest; he depended upon the freshet to clear the bar, and the ordinary current to keep it open; but, by extended cultivation since the time of his survey, evaporation has been diminished, the drainage increased, and the floods hur-

ried forward more rapidly into the country below, so that the spring freshets exhaust themselves in a shorter period, and the current, during the summer, is very slight, while the bar is formed between August and December. It is, therefore, proposed to dredge out the channel, and from the direction of the piers it is hoped that the freshets will be able to keep it clear.

The survey and chart of this creek were made by Mr. William P. Judson, assistant engineer, whose report is transmitted herewith.

The estimated cost of the project is as follows:

3,600 linear feet of pier, at \$40 per foot.....	\$144,000
500 linear feet of pile-dike revetment, at \$6 per foot.....	3,000
80 linear feet of pile-dike, at \$10 per foot.....	800
Dredging 52,000 cubic yards, measured in position, at 35 cents per yard.....	18,200
Contingencies, 10 per cent	16,600
Total	182,600

Big Sandy Creek is a port of entry in the collection-district of Cape Vincent. The amount of revenue collected during the fiscal year ending June 30, 1875, was \$362.08. The value of the imports was \$25,000, and they consisted of salt, flour, shorts, mill-feed of all kinds, water-lime, lumber, &c.; the collector at Ellisburgh was unable to inform me of the value or character of the exports.

Four vessels, with an aggregate tonnage of 129 tons, entered and cleared during the year. The nearest light-house is at Stony Point, ten miles distant.

Fort Ontario, at the mouth of Oswego River, is the nearest work of defense.

I am, general, very respectfully, your obedient servant,

JOHN M. WILSON,
Major of Engineers, U. S. A.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

REPORT OF MR. WILLIAM P. JUDSON, ASSISTANT ENGINEER.

UNITED STATES ENGINEER OFFICE,
Oswego, N. Y., September 27, 1875.

SIR: I have the honor to submit herewith a map of the mouth of Big Sandy Creek, Jefferson County, New York, and to present the following report of the survey which was made in compliance with your orders of August 20, 1875.

The survey was begun August 24, and occupied five days. It includes the approaches from deep water, the shores for a half a mile each side the entrance, and both branches of the creek for a mile and one-third above their junction.

Sandy Creek enters Lake Ontario twenty-six miles northeast of Oswego, and about midway between the points which inclose Mexico Bay. It is formed by two branches, which unite near its mouth. Of these, the North Branch is the main stream. It takes its rise thirty miles inland, and drains one hundred and fifty square miles of territory. The South Branch is of about equal width, but has less volume, and drains about two-thirds as large an area.

Each branch is navigable, at mean water-level, by vessels drawing 7 feet, for about a mile and one-half above their junction, this portion of their courses being through a marsh, which has formed between the land proper and the lake. Immediately after the junction of the branches the creek leaves the marsh by a passage through the sand-beach and enters the lake. The combined current maintains a good channel until its expansion in the lake so decreases its velocity that it is no longer effective, and a bar, formed mainly of sand, stretches four hundred yards into the lake, and closes the entrance, at mean water-level, to vessels drawing more than 5 feet.

This bar is formed mainly by the littoral wash of the lake, not by deposit of the stream, and the passage that exists through it is the result of the action of the current. No flow was observable during the survey; but in the spring and fall freshets a strong current runs out, and if this should be confined to a narrow channel, which was protected from the action of the waves, there is no doubt that a cut would be formed; but the stream is too small and its current too transient to expect that the desired depth can be made by its action alone.

The most serious part of the obstruction is a ridge of bowlders and stones, which

forms an island in the marsh, runs through the north beach, and crosses obliquely the present channel. The removal of this would be difficult and expensive, but it can be nearly avoided by locating the channel on a line southwest from the mouth instead of west, and taking the side of the ridge as the north side of the cut. A solid foundation would thus be obtained for the north jetty, and the channel would be placed where the material of the bar seems to be nearly all fine sand.

The funds available for the survey did not permit of making the borings needed to determine accurately the outlines of this ridge, but its direction and extent are sufficiently given.

The estimate of cost of the plan submitted is—

For 3,600 linear feet of pier, 20 feet wide, 14 feet high, at \$40 per foot.....	\$144,000
For 500 feet of pile-dike revetment, at \$6 per foot.....	3,000
For 80 feet of pile-dike, at \$10 per foot.....	800
For dredging a channel 1,800 feet long, 150 feet wide, 12½ feet deep at mean water-level = 52,000 cubic yards, <i>in situ</i> , at 35 cents per yard.....	18,200
For contingencies, 10 per cent.....	16,600
Total	182,600

I am, colonel, very respectfully, your obedient servant,

WM. P. JUDSON,
Assistant Engineer.

Col. JOHN M. WILSON,
Major Corps of Engineers.

EXAMINATION FOR THE PURPOSE OF ASCERTAINING THE PRACTICABILITY AND COST OF CONSTRUCTING A CANAL AND LOCKS AROUND THE RAPIDS IN THE SAINT LAWRENCE RIVER, AT WADDINGTON, N. Y.

UNITED STATES ENGINEER OFFICE,
Oswego, N. Y., September 30, 1875.

GENERAL: I have the honor to submit the accompanying map and report of an examination made for the purpose of ascertaining the practicability, and preparing an estimate of the cost, of constructing a canal and locks around the rapids in the Saint Lawrence River, at Waddington, N. Y., in accordance with the act of Congress approved March 3, 1875.

Waddington is situated on the Saint Lawrence River, eighteen miles below Ogdensburgh, and is a village of about nine hundred inhabitants. Opposite the village is Ogden's Island, extending two miles above and one below, and separated from the American shore by a stream, from one-eighth to one-quarter of a mile, known as Little River.

THE RAPIDS.

The Saint Lawrence River divides at the head of Ogden's Island, a portion of the water passing inside, while the great mass rushes with a velocity of seven or eight miles an hour outside, over what is known as the "Rapid Flat," which has a fall of 11½ feet in three and three-fourths miles.

The object of this examination and estimate was to determine the practicability of overcoming this fall by a lock and canal inside the island, connecting the upper and lower pools of the harbor of Waddington.

WORK OF IMPROVEMENT HITHERTO EXECUTED.

As early as the year 1806 the attention of the residents of this vicinity was called to the valuable water-power inside the island, and a wing-dam was constructed; in 1809 a counter-dam, 650 feet long, now used as

a bridge, was built above the present dam, upon cribs, with arrangements for closing the openings between them, so as to entirely cut off communication below; a wooden lock, 50 feet long, 10 feet wide, and capable of passing vessels drawing 2 feet water, was constructed, but its foundation was undermined before it was completed, and it was abandoned.

Between the years 1815 and 1818, an extensive stone dam was built by the late D. A. Ogden across Little River, connecting the island and the American shore, its height being $12\frac{1}{2}$ feet above the bed-rock upon which it rests, and its width at bottom being 21 feet. A stone lock was constructed in 1818, to pass vessels, but its dimensions were so small that it was useless; it is said that but one Durham boat ever passed through it; this lock, with a portion of the dam, was destroyed in 1832; the dam was repaired and is now available; the lock was entirely abandoned.

Before the construction of the dam, the fall of $11\frac{1}{2}$ feet inside the island is said to have occurred in a distance of about five-eighths of a mile, forming a dangerous rapid, known to the French voyageurs as *le petit saut*. The right to construct this dam, with locks, &c., was granted by an act of the legislature of the State of New York, in 1808, to D. A. Ogden, and his heirs now claim the right to build the lock, collect tolls, &c., as will be seen by the letter of Mr. M. M. Ogden, a copy of which is transmitted herewith.

THE CANADIAN CANAL NEAR MORRISBURG.

The Morrisburg Canal, on the Canada side, enables vessels ascending the river to avoid the "Rapid Flat;" descending vessels run the rapids safely; this canal is four miles long and has two locks; the width of the canal is 50 feet at the bottom, and 90 feet at the surface; the lift of the two locks combined is $11\frac{1}{2}$ feet; the locks are 200 feet long, 45 feet wide, with a depth of 9 feet on the miter-sill; it is stated that it is the intention of the Canadian government to enlarge these locks so that they shall be 270 feet long, with a depth of 12 feet on the miter-sill, and to deepen the canal correspondingly. It will thus be perceived *that as far as passing the rapids is concerned, in the general navigation of the Saint Lawrence River, the difficulty is obviated by the Canadian canals.*

THE PRESENT PROJECT.

The project now presented is to connect the upper pool of Little River with deep water below by a lock 270 feet long, 45 feet wide, with a depth of 12 feet on the miter-sill, and a lift of $11\frac{1}{2}$ feet, and to improve the approaches above and below by excavating a channel 100 feet wide and 13 feet deep.

This plan is entirely practicable, and, if carried out, would be very beneficial to the commerce of Waddington, enabling vessels to pass from the lower to the upper portion of the harbor without trouble. Vessels navigating the Saint Lawrence could also pass the "Rapid Flat" on the American side, avoiding one extra lockage and canal-navigation four miles in length.

It is proposed to make an opening in the present bridge, above the dam, 122 feet wide; to span this with a draw-bridge resting on a center pier, the openings on each side being 53 feet wide; the lock will be located upon a portion of Ogden's Island, the channel leading to it in the upper pool being deepened to 13 feet for a width of 100 feet; the lift of the lock will be $11\frac{1}{2}$ feet; about two acres of the island will be required.

for the lock, lock-houses, &c.; descending to the lower pool the channel will be deepened to 13 feet, and widened to 100 feet; it will be straightened, and cut off a portion of the gravel island near Mr. Rutherford's mill, and led by a gentle curve to deep water below.

The estimate presented includes the cost of the necessary excavation at the approaches, the construction of the lock, the enlargement of the opening in the present bridge above the dam, and the construction of a draw-bridge.

The lock proposed is to be of the same size as those now being built on the Welland Canal.

The estimated cost of this project, as shown in the report of Mr. James S. Lawrence, assistant engineer, transmitted herewith, is \$246,558.40.

The existing dam is deemed sufficient for the present, although at some future day it will probably require extensive repairs.

Waddington is a port of entry in the collection-district of the Oswegatchie; the nearest light-house is at Ogdensburgh, eighteen miles distant; and Fort Montgomery, one hundred miles to the eastward, is the nearest work of defense.

The amount of revenue collected during the fiscal year ending June 30, 1875, was \$14,278.49; the value of the imports was \$79,857.45; the collector of the port reports that he is unable to give either the value of the exports or number and tonnage of vessels entering and clearing; the imports have been entirely by ferry-boat from Canada, and the coasting business almost wholly by steamers from Ogdensburgh.

One steam ferry-boat makes four trips daily to Morrisburgh, Canada, and two steam freight-boats make two trips each per week to Ogdensburgh.

I am, general, very respectfully, your obedient servant,
JOHN M. WILSON,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, United States Army.

REPORT OF MR. JAMES S. LAWRENCE, ASSISTANT ENGINEER.

OSWEGO, N. Y., *September 25, 1875.*

COLONEL: In obedience to your instructions, received August 2, to make an examination for the purpose of ascertaining the practicability, and to prepare an estimate of the cost, of constructing a canal and locks around the rapids in the Saint Lawrence, at Waddington, N. Y., I have the honor to submit the following report and estimate, together with a map of the harbor showing the line of the proposed improvement.

I arrived at Waddington on the 4th of August, and was occupied until the 9th in making examinations, taking levels and soundings in the channel and on the line of the proposed work.

The improvements will comprise the deepening of the channel above and below the dam to 13 feet, and for a width of 100 feet; the excavation of a channel through a point of land northwest of the dam, and the construction of one lock 270 feet long between quoins, 45 feet wide, with a lift of $11\frac{1}{2}$ feet, and a depth over the miter-sill of 12 feet; a swing-bridge, in place of the common one in the road crossing from the south shore to Ogden's Island, and protection-walls at the east and west ends of the lock, the cost of which is given in the estimate accompanying this report.

Waddington is situated on the south shore of the south branch of the Saint Lawrence River, near the Rapid Flat and opposite Ogden's Island, and is eighteen miles below the city of Ogdensburgh.

The Ogden family, at the beginning of the present century, owned the land adjacent to the rapids. They founded the village, and built a dam from the island to the south shore, making thereby an extensive water-power. They built mills, a furnace, and an iron-foundry, and carried on an extensive business for some years. The furnace is now demolished, and the mills are in other hands. At this time, 1875, Waddington has a population of 880, and has in operation three flour-mills, with ten run of stones; one paper-mill, one woolen-mill, one carding-mill, three saw-mills, three carriage-factories, one tannery, one shingle-mill, three blacksmith-shops, one having water-power for blast and for a trip-hammer; one planing-mill, one iron-foundry and machine-shop,

two harness-shops, one marble-shop, one tin-shop, one photograph-gallery, one tailor and clothing shop, two shoe-stores, and six general stores; one steam ferry-boat, making four trips a day to Morrisburg; two steam freight-boats, making two trips each per week to Ogdensburgh.

Vessels going up the Saint Lawrence River avoid the rapids by going through the Morrisburg Canal, four miles long; if the Waddington improvement should be made, vessels would pass through one lock and a few hundred feet of slack-water navigation, meeting with no detention except in passing one lock.

The following estimate of the cost of the proposed improvement is submitted:

An estimate for the construction of a canal and locks around the rapids in the Saint Lawrence River, at Waddington, Saint Lawrence County, New York.

	Quantity.	Price.	Amount.
Earth-excavation in the upper pool.....cub. yds..	5,540	\$0 25	\$1,385 00
Rock-excavation in the upper pool.....do.....	5,470	2 00	10,940 00
Swing-bridge, 130 feet long, in upper dam.....feet..	130	76 00	9,880 00
Masonry in abutments and pier.....cub. yds..	300	8 00	2,400 00
Dry rubble-wall in dam.....do.....	400	4 00	1,600 00
Restoring road.....			200 00
Earth-excavation for the lock.....cub. yds..	36,000	25	9,000 00
Rock-excavation for the lock.....do.....	12,986	2 00	25,972 00
Bailing and draining.....			5,000 00
Puddling earth.....cub. yds..	1,250	40	500 00
Lock-masonry.....do.....	7,434	13 00	96,642 00
Rubble masonry in miter-sill wall.....do.....	108	6 00	648 00
Concrete in the floor of lock.....do.....	1,200	5 00	6,000 00
Oak timber in miter-sills.....ft. b. m..	7,800	60 00	468 00
Lock-gates, complete.....2 pairs..			7,586 00
Iron.....pounds..	3,600	12	432 00
Snubbing-posts, stone.....number..	8	20 00	160 00
Sulphur and sand cement.....			75 00
Painting gates.....			100 00
Vertical wall in cement.....cub. yds..	900	6 00	5,400 00
Slope wall.....do.....	300	2 00	600 00
Lock-house.....			1,000 00
Earth-excavation in the lower pool.....cub. yds..	28,928	25	7,232 00
Rock-excavation in the lower pool.....do.....	12,962	2 00	25,924 00
Land-damages.....			5,000 00
Engineering and contingencies, 10 per cent.....			224,144 00
Total.....			22,414 40
			246,558 40

Respectfully submitted.

JAMES S. LAWRENCE,
Assistant Engineer.

Col. JOHN M. WILSON,
Corps of Engineers, U. S. A.

CORRESPONDENCE IN REFERENCE TO LAND-PRIVILEGES.

1.

UNITED STATES ENGINEER OFFICE,
Oswego, N. Y., August 19, 1875.

DEAR SIR: It is probable that in the report upon the practicability of constructing a lock and canal around the rapids in the Saint Lawrence River, near Waddington, the position suggested for the lock will be upon Ogden's Island, and the canal will be on a line running nearly in a direction leading from the present draw in the upper bridge to the lower end of the channel leading up to Mr. Rutherford's dock; the amount of land that would be required, should it be deemed advisable to carry out this project, would be about two acres above water, and the portion under water at each end of the canal; the right of way would also be desired, and it would be necessary for the United States to open the channel at the draw to a width of at least seventy feet, and to construct a new draw-bridge.

Please state, as tersely as possible, what you claim, and what you would demand from the United States, in money, for the land, &c., should it be determined at any time to commence this work. It will be unnecessary for you to show any authority for your claim, but all I desire is a simple statement of it; further investigation in

reference to it, should it be desired at any time, would be made by the law-officers of the Government.

As your reply will probably be incorporated in my report, please make it as short as possible, simply stating what you claim to be your rights, and what you will demand from the United States, in money, for such land, privileges, &c., as they may desire.

I am, sir, very respectfully, your obedient servant,

JOHN M. WILSON,
Major of Engineers, Bvt. Col., U. S. A.

M. M. OGDEN, Esq.,
Waddington, Saint Lawrence Co., N. Y.

— — —
2.

WADINGTON, August 23, 1875.

DEAR SIR: Your favor of the 19th instant duly received. On behalf of my mother, Mrs. S. M. Ogden, I submit the following:

Her claim comprises the entire route of the proposed canal and lock, (except some few feet on Mr. Rutherford,) viz:

1. The right to build a lock and collect tolls.
2. All the land under water and on the gravel-bed below the dam.
3. The land required on the island.
4. The land under water in the pond between the dam and upper bridge, with the right to draw the water therefrom.
5. The upper bridge.

Her demand in money, for two acres of land above water and such privileges as may be required by the Government in the construction of a canal and lock, is five thousand dollars.

I have the honor to be, sir, yours, respectfully,

MORRIS M. OGDEN.

JOHN M. WILSON,
Major of Engineers, Bvt. Colonel, U. S. A.

H. Ex. 92—2

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RACINE HARBOR, WISCONSIN.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*The report of Maj. D. C. Houston, Corps of Engineers, on the improvement of
Racine Harbor, Wisconsin.*

JANUARY 25, 1876.—Referred to the Committee on Commerce and ordered to be
printed.

The Secretary of War has the honor to transmit to the House of Representatives, for information of the Committee on Commerce, in response to request from said committee, dated the 20th instant, report of the Chief of Engineers, and copy of report of Maj. D. C. Houston, Corps of Engineers, submitting, for reasons stated, a revised estimate for the improvement of Racine Harbor, Wisconsin, amounting to the sum of \$15,000.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 20, 1876.

SIR: I have to acknowledge the reference to this Office, for report, on the 18th instant, of the letter of the Hon. Frank Hereford, chairman of the Committee on Commerce of the House of Representatives, requesting to be furnished, for use of the committee, the report of any supplemental examination made of the harbor at Racine, Wisconsin, &c.; and, in reply thereto, beg leave to submit the inclosed copy of a report of Maj. D. C. Houston, Corps of Engineers, dated November 15, 1875, submitting, for reasons stated, a revised estimate for the improvement of that harbor, amounting to the sum of \$15,000.

The letter of the chairman of the Committee on Commerce is herewith returned.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brig. Gen. and Chief of Engineers.

Hon. W. W. BELKNAP,
Secretary of War.

UNITED STATES ENGINEER OFFICE,
Milwaukee, Wis., November 15, 1875.

GENERAL: Upon a recent visit to the harbor of Racine, Wis., I found the old superstructure of the north pier, built previous to 1854, in so bad condition that I think it advisable to rebuild it next season.

There has, also, occurred recently a collision of the head of the south pier by a vessel.

As it is not probable that it will ever be necessary to extend this pier, it should be protected by a pier-head, in accordance with the plan submitted in my letter of July 31, 1875, for the piers at Milwaukee Harbor.

I therefore desire to revise the estimates of my last annual report, and submit an estimate for Racine Harbor, as follows:

Rebuilding superstructure of north pier	\$12,750 00
Protection for head of south pier.....	750 00
Contingencies.....	1,500 00
	15,000 00

I am, general, very respectfully, your obedient servant,

D. C. HOUSTON,
Major of Engineers, U. S. A.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, United States Army,
Washington, D. C.

○

SURVEY OF THE EASTERN BRANCH OF THE POTOMAC
RIVER, AND OF OTHER RIVERS AND HARBORS.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*Report of S. T. Abert on the surveys of the Eastern Branch of the Potomac
River, and of other rivers and harbors.*

JANUARY 25, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT, *January 21, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, in further compliance with the river and harbor act of March 3, 1875, copies of reports from Mr. S. T. Abert, United States civil engineer, of examination of the Eastern Branch of the Potomac River, from navy-yard to Bladensburgh, D. C.; harbor of Edenton, N. C.; Pasquotank River, from Albemarle Sound to Elizabeth City, N. C.; Perquimans River, from its mouth to the town of Hertford, N. C.; Pamlico River, from its mouth to the town of Washington, N. C.; Neuse River, from its mouth to Goldsborough, N. C., and Catawba River, from South Carolina line to Old Fort, N. C.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 20, 1876.

SIR: In further compliance with the requirements of the river and harbor act of March 3, 1875, I beg leave to submit herewith copies of reports to this Office from Mr. S. T. Abert, United States civil engineer, of the results of his examination of the following localities, with the view to the improvement of their navigation, viz:

1. Eastern Branch of Potomac River, from the navy-yard to Bladensburgh, D. C.;
2. Harbor of Edenton, N. C.;
3. Pasquotank River from Albemarle Sound to Elizabeth City, N. C.;
4. Perquimans River, from its mouth to the town of Hertford, N. C.;
5. Pamlico River, from its mouth to the town of Washington, N. C.;

6. Neuse River, from its mouth to Goldsborough, N. C.; and,
7. Catawba River, from South Carolina line to Old Fort, N. C.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,

Brigadier-General and Chief of Engineers.

Hon. WM. W. BELKNAP,

Secretary of War.

EXAMINATION OF THE EAST BRANCH OF POTOMAC RIVER, FROM THE NAVY-YARD TO BLADENSBURGH, DISTRICT OF COLUMBIA.

UNITED STATES ENGINEER OFFICE,

Washington, D. C., December 23, 1875.

GENERAL: In the act of Congress, approved March 3, 1875, provision is made for an examination or survey of the East Branch of Potomac River, from Bladensburgh, Md., to the navy-yard, District of Columbia. This duty was assigned to me by your letter of March 22, 1875.

In order to ascertain the intent of the above-mentioned provision, I addressed a letter to the Hon. Lloyd Lowndes, M. C., by whom I was referred to the president of the Chesapeake and Ohio Canal Company. I learned, on consultation with this gentleman, that the company of which he was president proposed to open a water communication between the harbors of Washington and Baltimore, and that the improvement of the channel of the Eastern Branch was a part of this scheme.

To complete the canal to one of the navigable tributaries of Chesapeake Bay, the parties interested propose to form a joint-stock company and to obtain the aid of the State of Maryland to carry out the project. Two routes are practicable. The least expensive route will probably be found near an air-line from Bladensburgh to the Severn River, about eight miles above Annapolis. This line crosses the Patuxent about one and one-half miles below the confluence of the North Branch, and is seventeen and one-half miles in length.

The other route will not be far distant from an air-line from Bladensburgh to the Patapsco River, near the mouth of Deep Run, a distance of twenty-one miles. The distance from Deep Run to Baltimore by the channel of the Patapsco is very nearly twelve miles.

Two routes have been surveyed, both of which are near this air-line. That which seems to be the least expensive was examined by Mr. Isaac Trimble, in or about the year 1838. It is twenty-four miles in length, nearly. Following the Eastern Branch above Bladensburgh for ten miles, this route, after leaving the branch, passes over a ridge 155 feet above tide, then crossing the Patuxent three miles east of the air-line, it continues four miles further to the North Branch of the Patuxent, passing over in this distance a ridge 135 feet above tide; then crossing the North Branch, two and one-half miles east of the air-line, it follows up a creek for two miles, and, crossing over to Deep Run, it follows the run to the Patapsco River.

As a good map of the branch, made at the United States Coast Survey Office in 1862 and 1865, showed the condition of the river at those dates, I directed Assistant Engineer J. B. Dunklee to establish gauges to determine the character of the tides, and to sound the river, with the object of ascertaining whether any changes had taken place, as well as for the purpose of obtaining the information necessary for an estimate of the cost of improvement. This examination was made August 19 and 20, 1875.

The Eastern Branch is navigable (at low water) from its mouth to the navy-yard, a distance of one and three-fourths miles, by vessels drawing 14 feet. The ruling depth between the navy-yard and Anacostia bridge is 18 feet. The length of this bridge is 1,614 feet. The draw of this bridge is on the easterly side of the channel, has an opening of 33 feet, and will allow vessels drawing 12 feet to pass through.

Between Anacostia bridge and the Baltimore and Potomac Railroad bridge the ruling depth is 12 feet, and the greatest depth 22 feet. No obstruction to the desired class of navigation exists up to this point.

The Baltimore and Potomac Railroad crosses the river on a trestle-bridge. Its course is very oblique, 1,900 feet of it being near the west bank; its total length is 3,966 feet. This bridge has no draw, but the span at the channel is 100 feet, and is crossed by a Howe truss, the lower chord of which is $7\frac{8}{10}$ feet (in the clear) above low water. For the uninterrupted navigation of the river the bridge should be provided with a draw. The channel keeps near the right or west bank; the flat on the left deepening from two feet at the upper bridge to four feet at the lower. The width of the river between banks is 1,340 feet.

Between the Baltimore and Potomac Railroad bridge and Benning's bridge there are two shoals through which a channel should be dredged; one is about two-thirds of a mile above the railroad bridge, and the other is just below Benning's bridge. Benning's bridge is an ordinary trestle-bridge, the distance between the bents being 24 feet; the lower chord is $7\frac{7}{10}$ feet above low water. This bridge should also be provided with a draw. Length of Benning's bridge is 690 feet.

Between these two bridges the river has an average width of 3,150 feet. The channel crosses by an easy curve from the left or east side to the right side, flowing between a grass marsh on the right, and a flat on the left. The marsh covers nearly one-half of the area between the bridges. The flat, which is nearly as large, has a depth of from one to two and one-half feet at low water.

For about one mile above Benning's bridge the river has an average width of 1,340 feet. In this area are two grass marshes, one next to the left bank, having the dimensions 3,650 by 740 feet; the other near the middle of the river, (and 300 feet above the bridge,) which is 750 feet long by 225 feet wide. The river contracts to 350 feet at one mile above the bridge, and is gradually reduced to 135 feet at Bladensburgh, which is four miles from the bridge.

For a distance of about 1,000 feet above Benning's bridge a sufficient depth of water exists, but between this point and Bladensburgh dredging will be required for almost the entire distance. Upon the flats and marshes which border the channel the dredged material can be deposited by shoveling it from the scows. The bed of the river is, in general, formed of hard sand, with an admixture of gravel near Bladensburgh. At several localities sand is being excavated; the soundings at these points show a considerable increase in depth. This sand is sharp and clean, and is of a superior quality for making lime and cement mortars. It is extensively used for building purposes in the city of Washington.

TIDE-OBSERVATIONS.

Tide-gauges were established at Benning's bridge and at Baltimore and Potomac Railroad bridge, but the observations did not extend over a period sufficiently long to permit the elimination of the effect of winds.

TIDES AT BLADENSBURGH; OBSERVATIONS CONTINUED ONE MONTH

Average low water, 0.7 foot on the gauge.

Mean range of tide, 2.1 feet.

The lowest tide noted was 0.6.

The highest tide noted was 3.5.

There were frequent and heavy rains during the month, which caused small freshets in the river, so that the proper movement of the tide could not be determined. On several days the northwest wind was so strong as to keep back the tide almost entirely.

The observations at the Baltimore and Potomac Railroad bridge were taken but nine days. The tides were affected by the wind and frequent rains. Average low water (for nine days) was found to be — 0.1 on the gauge, the range being 3 feet. The lowest tide was — 0.6. This gives at the Baltimore and Potomac Railroad bridge a range equal to that of the Potomac at the Long Bridge.

The following statement of distance is given.

	Miles.
Distance from Bladensburgh to Benning's bridge	4.02
Distance from Benning's to Baltimore and Potomac Railroad bridge	1.47
Distance from Baltimore and Potomac Railroad bridge to navy-yard.....	1.42
Distance from navy-yard to mouth of Eastern Branch.....	1.75
Total distance from Bladensburgh to mouth of Eastern Branch	8.66

IMPROVEMENT.

The following estimate is based on the proposed excavation of a channel 100 feet wide, 8 feet deep, and 21,000 feet long, between Bladensburgh and the navy-yard. When the sides of the excavation assume their natural shape, the width will probably be reduced to 30 or 40 feet, and the depth to $7\frac{1}{2}$ feet. Assuming that the shoaling in the branch will advance as rapidly as in the Potomac River below Easby's Point, the dredging operations will have to be repeated every three or four years, in order to maintain the requisite depth.

ESTIMATE FOR A CHANNEL 21,000 BY 100 BY 8 FEET.

382,430 cubic yards excavation, at 40 cents.....	\$152,972
Contingencies, 10 per cent	15,297
Total	168,269

The present trade of the branch is insignificant, and its improvement has but little importance except in its relation to the proposed canal. In 1835 vessels carrying 100 hogsheads of tobacco, or about 60 tons, were able to load at Bladensburgh. About the time railroads were introduced, from 1,500 to 2,000 hogsheads of tobacco were shipped annually to Alexandria, as I am informed by Mr. C. C. Hyatt. At the present time the channel is not practicable for barges except at high water.

A map of the branch, from Bladensburgh to its mouth, accompanies this report. The figures in red show some of the soundings taken by Mr. Dunklee, assistant engineer.

Very respectfully, your obedient servant,

S. T. ABERT,
United States Civil Engineer.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

EXAMINATION OF THE HARBOR AT EDENTON, N. C.

UNITED STATES ENGINEER OFFICE,
Washington, D. C., December 14, 1875.

GENERAL: Provision is made in the act of Congress approved March 3, 1875, for a survey or examination of Edenton Harbor, N. C., which duty was assigned to me by your letter bearing date March 22, 1875.

As this harbor had been surveyed by officers of the United States Coast Survey, and an estimate, based on a subsequent examination, had been submitted by Colonel Craighill, a personal examination only was necessary to enable me to comply with the act of Congress.

Edenton Bay is in the northeast corner of Albemarle Sound. Its general form is triangular, being half a mile wide near the town, and about one mile southwardly, where the bay opens into the sound, it is two and one-half miles wide. Chowan River enters the sound on the west of a broad pocoson swamp, separating it from the bay, while on the southwest, and eight miles distant, and almost directly opposite the bay, the Roanoke pours its turbid waters into the sound.

Edenton, formerly the seat of colonial government in North Carolina, is now the county-seat of Chowan County, and has a population of 1,200 inhabitants. The small West Indian trade it once possessed has been absorbed by Norfolk and Wilmington. At the present time its trade is limited to Norfolk and Baltimore; steamers make weekly trips to Franklin, on the Seaboard and Roanoke Railroad, by way of Chowan and Blackwater Rivers. Shipments are also made to Norfolk and Baltimore by way of the Chesapeake and Albemarle Canal. Boats drawing 9 feet can safely navigate the Chowan and Blackwater Rivers, but in order to approach Edenton, or pass through the Albemarle and Chesapeake Canal, it would not be safe for them to draw more than $6\frac{1}{2}$ feet.

The land in the vicinity of the bay is level and sandy, rising 8 to 12 feet above the sand, or sinking into swamps of cypress and black gum. It yields good average crops of corn, a small amount of cotton, fine pears and grapes, and some garden-truck for the Baltimore market. The natural growth consists of black gum, maple, ash, some oak and pine, and an undergrowth of reeds. Railroad-ties, shingles, and cypress timber are shipped in small quantities. Herring and shad fisheries supply a large part of the annual shipment. The sandy beaches and the long gradual slope of the adjacent bottom afford facilities for drawing seines, which are sometimes from a mile to a mile and a half in length and eighteen feet deep. At times as many as 220,000 herrings are caught in one haul. Besides the fishermen, or boat's crew, there are fifteen other men employed on shore, and forty women and boys to trim, sort, and pack the herrings. The outfit and first year's expense of one seine amount to from twelve to fifteen thousand dollars.

The situation of Edenton Harbor is not favorable to the preservation of its depth. The feeble Chowan and the turbid Roanoke are confronted at the mouth of the harbor by the waters of Albemarle Sound, driven before the winds from the northeast round by east to the southeast. In periods of calm the Roanoke will transport its sediment into the harbor, and the movement will be increased by the winds from the southwest and southeast. The denudation of the headlands by the action of the waves further tends to reduce the depth along the entire coast of the sound. These causes are unceasing, and if they were not gradual the improvement of the harbors so situated would be impracticable.

The *gradual* deterioration under the influences above named affords

sufficient reason to believe that a new and deeper channel can be made at a moderate cost to answer the present wants of navigation. A channel dredged on a line which is so nearly on the prolongation of the main street of Edenton, having a length of 2,500 or 2,600 feet, and a depth of 9 feet, will retain its depth for many years. Although the steamers seldom draw more than $6\frac{1}{2}$ or seven feet, the variation in the level of the sound is one of several reasons which may be assigned for making a cut of this depth. The depth on the bar in ordinary low water is $6\frac{1}{4}$ feet, and the $8\frac{1}{2}$ -foot curve of depth is reached about half a mile from the wharf. The oscillations of the water-surface sometimes reduce the depth from 1 to 2 feet. There are, however, no regular lunar tides in Albemarle Sound. A current, almost constant, tends to the west or down the sound, and the rise and fall of the water is influenced solely by the winds and the state of the river emptying into it. At the western end of the sound the water is depressed by northerly and westerly winds, and elevated by those from the south and east. The range of the oscillations varies from 1 to 2 feet, and under the influence of extraordinary storms may even double this quantity. Hence the importance of an ample depth in the new cut.

In order to dredge the channel as above described and to deepen the approach to the wharves, the following estimate is submitted:

23,000 cubic yards of dredging, at 50 cents.....	\$11,500 00
Superintendence and contingencies, 10 per cent.....	1,150 00
Total	12,650 00

A map of the harbor, showing the line of the proposed channel, accompanies this report.

Very respectfully, your obedient servant,

S. T. ABERT,
United States Civil Engineer.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

EXAMINATION OF PASQUOTANK RIVER, FROM ALBEMARLE SOUND TO ELIZABETH CITY, NORTH CAROLINA.

UNITED STATES ENGINEER OFFICE,
Washington, D. C., December 14, 1875.

GENERAL: In the act of Congress approved March 3, 1875, provision is made for the survey and examination of "Pasquotank River, North Carolina, from Albemarle Sound to Elizabeth City, N. C." This duty was assigned to me by your letter of March 22, 1875, and on the 10th of June I made a personal examination of the river.

Its general course is southwest, flowing between Camden and Pasquotank Counties, and emptying into Albemarle Sound near its north-western extremity. From Elizabeth City to the sound the distance is nineteen miles, and the channel is nearly straight. The river has the appearance of an arm of the sound, having for a distance of two miles an average width of one-half a mile, gradually widening toward the mouth, where it is three and a half miles wide.

Ten to twelve feet can be carried in a wide and nearly straight channel up to the town, where a depth of thirty feet can be obtained.

The river between the limits designated in the act is free from obstructions, and can be navigated by vessels of a much greater draught than are ever likely to enter it.

The Pasquotank derives its importance from being the outlet of the Dismal Swamp Canal, which enters the river about twelve miles above

Elizabeth City. The river, therefore, has two channels of communication with Norfolk; one by the way of the Dismal Swamp Canal, and the other by way of the Albemarle and Chesapeake Canal. The first canal has a depth of four feet, the latter of six and one-half feet.

The population of Elizabeth City is about 1,000. As no improvement is required, no estimate is submitted. A map of the river accompanies this report.

Very respectfully, your obedient servant,

S. T. ABERT,

United States Civil Engineer.

Brig. Gen. A. A. HUMPHREYS,

Chief of Engineers, U. S. A.

EXAMINATION OF PERQUIMANS RIVER, FROM ITS MOUTH TO THE TOWN OF HERTFORD, NORTH CAROLINA.

UNITED STATES ENGINEER OFFICE,

Washington, D. C., December 14, 1875.

GENERAL: The act of Congress approved March 23, 1875, contains a provision for the survey of the Perquimans River from its mouth to the town of Hertford, N. C., and this duty was assigned to me by your letter under date of March 22, 1875.

The Coast Survey chart exhibited no special obstruction to navigation, and it became necessary to visit the river to ascertain whether any obstruction existed. With this object, on the 12th of June last, I visited Hertford in a small steamer.

The Perquimans River is about eleven and one-half miles long from Hertford to entrance into Albemarle Sound, flows southeastwardly, and has a general width of one and one-half miles. Nine feet water can be carried up to the town, where the only obstruction to navigation is found. Here several logs and stumps have accumulated a small quantity of sand, and impede the approach of steamboats during low water. The range of the water under the influence of the winds is about two feet, and the oscillations are such as have been described in my report on Edenton Harbor.

The town of Hertford has about 500 inhabitants. Steamers from Norfolk touch at the town on their way to Edenton and Roanoke River. Portions of the land of Perquimans County have been well ditched and drained, and produce fine crops of wheat, corn, oats, and sweet potatoes. A floating bridge just above the landing gives access to the large saw-mill which supplies the town and neighborhood, and also 600,000 feet of lumber for shipment. The timber is floated down the river, which is navigable for several miles above the bridge. Mr. Lindsey, a citizen of Hertford, informs me that a large amount of timber is shipped in the log, and that the usual yearly exports amount to 25,000 bushels of corn, and 1,500 bales of cotton.

For removing the logs, and *débris* which has accumulated about them, I should estimate the cost—if done at the same time as the work required for Edenton Harbor—at \$2,000.

A map, showing the position of the logs and stumps, accompanies this report.

Very respectfully, your obedient servant,

S. T. ABERT,

United States Civil Engineer.

Brig. Gen. A. A. HUMPHREYS,

Chief of Engineers, U. S. A.

EXAMINATION OF PAMLICO RIVER, FROM ITS MOUTH TO THE TOWN OF WASHINGTON, NORTH CAROLINA.

UNITED STATES ENGINEER OFFICE,
Washington, D. C., December 14, 1875.

GENERAL: The act of Congress approved March 3, 1875, provides for the survey or examination of Pamlico River, North Carolina, which duty was assigned to me by your letter of March 22, 1875.

The river has been carefully surveyed by officers of the United States Coast Survey and of the Corps of Engineers. A personal examination was therefore made with a view of determining what changes had taken place, and whether any modification of the proposed improvement was required.

Pamlico River lies in Beaufort County, North Carolina. Its course is southwestwardly, nearly straight, and it empties into the southwestern end of Pamlico Sound, about thirty-seven miles from Washington, N. C. The ordinary lunar tides are about twelve inches, but under the influence of the winds the range may be two or more feet.

An examination of the river was made under the orders of Colonel Craighill, and in his report dated December 31, 1872, an estimate was submitted for removing the artificial obstructions placed in the river during the war, for dredging the bar below the town, and for the construction of a dike. These obstructions are encountered about six miles below the town of Washington, and nearly opposite Hill's Point. They consist of four rows of piles driven in pairs, so that the second row is about 10 feet from the first, each pile being driven so as to divide the space of the preceding row. At an interval of 150 yards the second pairs are driven in the same manner. These piles were cut off at 3 feet below low water, and present a formidable obstruction to navigation. A channel, 100 feet wide, has been opened through them, and is marked by buoys.

This narrow pass is not only dangerous at night and in foggy weather, but offers a serious obstacle to vessels beating up the river at any time. The bar commences nearly opposite the lower wharf. The worst point occurs about half a mile from the wharf. Five feet depth is found here at low water, and under the influence of the winds the depth is much less. On such occasions boats are compelled to load below the bar. From this point the water deepens very gradually; in fact the bar may be said, with short intervals, to extend 7,400 feet, the depth in this distance ranging from $6\frac{1}{2}$ to 7 feet, the deeper intervals being 8 feet. The sudden expansion of the river, the meeting of the tidal and fluvial currents, and a current from a small bay and creek on the north side, combine to form this bar. The expansion may be reduced, and the effect of the creek and bay neutralized by a dike. No structure of the sort was recommended by Colonel Craighill, and I have omitted it from my estimate on account of the following considerations: A short dike of 2,100 feet in length, near the northern shore, would but partially modify the forces which form the bar, and, on the other hand, a long (7,400) dike near the channel would transfer the bar lower down, and would itself prove an obstruction unless marked by a beacon. Without further examination the position and effect of a dike cannot be definitely determined. Its construction, therefore, may be deferred until the effect of the dredging and of the removal of the obstructions can be observed.

The town of Washington, at the head of navigation, on the Pamlico River, has a population of 2,060. The steamers which ply between the points of the sound and Norfolk and Baltimore cannot proceed above

Washington, but a small steamer ascends as far as Greenville at low water, and at high water as far as Tarborough, twenty-five miles from Washington. A branch railroad connects Tarborough with the Wilmington and Weldon Railroad.

Twice, during the war, Washington was nearly destroyed by fire, but it is now slowly recovering the population and trade which it had in 1861. A large and flourishing timber trade at that time was carried on between the town and northern ports, the lumber being composed chiefly of pitch-pine.

Mr. Elliot estimated the tonnage at 1,125 tons, which he regarded as less than the actual amount. Beaufort County, which is chiefly tributary to Washington and the trade of the Pamlico River, has a population of 13,011. According to the last census, the value of the farm-products is \$496,161. The land-products, in bushels, are as follows: Wheat, 1,987; corn, 179,994; oats, 3,674; Irish potatoes, 3,893; sweet potatoes, 102,625; and 1,987 bales of cotton, 3,245 pounds of tobacco, and 59,206 pounds of rice.

APPROXIMATE ESTIMATE.

33,000 cubic yards of dredging, at 50 cents.....	\$16,500 00
1,500 piles, at \$6 each.....	9,000 00
Contingencies, 10 per cent.....	2,550 00
Total	28,050 00

This amount should be granted in one appropriation, in order that the work may be economically executed.

A map showing the Pamlico River and the harbor of Washington accompanies this report.

Very respectfully, your obedient servant,

S. T. ABERT,
United States Civil Engineer.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

EXAMINATION OF NEUSE RIVER FROM ITS MOUTH TO GOLDSBOROUGH,
NORTH CAROLINA.

UNITED STATES ENGINEER OFFICE,
Washington, D. C., December 14, 1875.

GENERAL: A survey or examination of Neuse River, North Carolina, was ordered in the act of Congress approved March 3, 1875. This duty was assigned to me by your letter of March 22, 1875, in accordance with which I have now the honor to submit the following report:

My duty was simplified by existing reports of former surveys, and by charts of the river, prepared by the United States Coast Survey. The report of Colonel Craighill, dated December 30, 1871, (see Report of the Chief of Engineers, 1872,) contains a specific estimate and a full description of the river and the nature of the obstructions. This report covers the navigable portion between Goldsborough and the mouth of the river, a distance of one hundred and thirty-seven miles. Of the part of the river below New Berne, forming what may be considered an estuary of Pamlico Sound, a chart, dated 1874, has been published, which is based on surveys made in 1862 under Prof. A. D. Bache, and in 1872 under Professor Peirce. With the ample information contained in these reports and charts, a personal examination was all that seemed necessary for the performance of the duty assigned to me.

Leaving Norfolk June 17, I proceeded by way of the Albemarle and Chesapeake Canal, and through Currituck, Croatan, and Pamlico Sounds, to New Berne, by the regular line of steamers.

GENERAL DESCRIPTION.

The following general description of the features of the river is based on the information then obtained and on the sources already mentioned. The Neuse River rises in Person and Orange Counties, flows southwest through the counties of Wake, Johnston, Wayne, Lenoir, Craven, and Pamlico, and empties into Pamlico Sound. It is cut off from the drainage of the western highlands by the Dan and Haw Rivers. Its entire drainage area is estimated at 5,000 square miles, its length 325 miles, and its total descent to tide 340 feet. At Goldsborough, 137 miles from the mouth, the elevation of the land is 102 feet above mean tide. The descent to New Berne, 97½ miles, is not known, but must be small. Between its source and Goldsborough, it has cut its way through Laurentian, Huronian, Triassic, and Cretaceous strata; from thence its course is through Cretaceous, Miocene, Eocene, and Quaternary formations.

At Broadway Landing, near Fort Barnwell, Huronic slate and shell conglomerate appear near the water-surface. About 30 miles above New Berne is found a valuable kind of stone marl which underlies that city and the adjacent country, in some localities showing itself at the surface, at others sinking forty or fifty feet below it. This marl is generally bluish in color, and consists of shells so strongly cemented with silica that small millstones have been made of it. When removed from the quarries it is usually so plastic that it can be readily cut in any shape or size for building-stones, which subsequently harden under exposure. It is used about New Berne for building purposes, and good specimens may be seen in the coping of the wall around the cemetery. From the above description, it is evident that this marl possesses remarkable qualities as a building-material, and that its general use is limited only by the extent of its outcrop. Another variety of the marl is of a buff color.

The soil is sandy and inferior in productiveness to the Hyde County land.

Between Goldsborough and New Berne the height of the banks varies from 3 to 20 feet; in fact below Contentnea Creek the banks and adjacent bottoms are but a few inches above low water. The floods, which reach an altitude of twelve feet, cover a wide area, and leave behind them sloughs which mark former cut-offs, or the old bed of the stream. The river is very tortuous, cut-offs are formed, and the resulting bends offer serious obstructions to navigation. Before any plan can be proposed for their correction, a more careful survey will be required. The bridge of the Atlantic and North Carolina Railroad (connecting Goldsborough, New Berne, and Beaufort) crosses the Neuse about three miles below Kinston. As this bridge is but seventeen feet above low water, it is impassable by steamboats, and the span is so narrow that it can be passed only with difficulty by rafts and barges. The condition of the river and the works constructed by State authority in 1836 and 1837 are described in the report submitted by Colonel Craighill. The wing-dams are said to be in good condition, but the coffer-dam and foundation of an unfinished lock at the mouth of Contentnea Creek obstruct the navigation. Between Goldsborough and Contentnea a large number of snags, logs, and leaning trees make the navigation difficult, but the most formidable obstructions consist of cribs filled with stone,

sunken vessels, and piles, which were placed in the channel during the war. As the removal of these obstructions will tend to modify the form of the channel and bars, it would not be advisable to attempt any other kind of improvement until these changes have taken place. The present low-water depth above Kinston is about three feet, and four feet water (or five) can be carried to New Berne at the same stage. The railroad-bridge makes the landing near Kinston the head of navigation, but with a draw in the bridge steamboats at average stages of the river can reach Goldsborough. A small steamboat, drawing about eighteen inches of water, now plies on the river above New Berne.

TRADE STATISTICS.

The statistics of trade are given on pages 737 and 741 of the report already referred to, but the following additional and later statement has been furnished to me by Mr. J. J. Robertson :

Cotton	25,000 bales.
Shingles	10,000,000
Oak staves	200,000
Naval stores	50,000 pounds.
Lumber	10,000,000 feet.
Corn	800,000 bushels.
Eggs	5,000 barrels.
Potatoes, (sweet and Irish)	60,000 bushels.
Fish	10,000 barrels.
Oysters and clams	15,000 barrels.
Vegetables	5,000 barrels.
Hides	60,000 pounds.

Besides a large quantity of furs, bee's-wax, tallow, train-oil, wheat, field-peas, ground-peas, (pea-nuts,) railroad-ties, light wood for manufacturing pine-oil, watermelons, apples, and various other fruit. Several cargoes of sugar-shooks and heading for the Cuban market were also shipped.

During a greater part of the year there were six steamers plying between this and the ports of New York, Norfolk, and Baltimore, besides one small steamer from this port to Kinston, on the Neuse.

With regard to the value of importations at this port during the past year, I am at present unable to give any information, but would judge that they would amount to at least \$2,000,000 for the year.

The distances to prominent points from Goldsborough to New Berne, and the general nature of the obstructions, are given in the following table :

Location.	Intermediate distances.	Total distance.	Width of river.	Remarks.
	<i>Miles.</i>	<i>Miles.</i>	<i>Feet.</i>	
Goldsborough			80	Population, 1,500.
Whitehall	22	22	75	Sharp bend; unstable regimen.
Let-alones	4	26	215	Bends; natural cut-offs; unstable.
Kinston	20 4-5	46 4-5		Near head of navigation by steamboats; population, 1,000.
Railroad bridge	3	49 4-5	280	No draw; 17.6 feet span, and 17 feet above low water.
Southwest Blockade	5 1-5	54	250	Cribs filled with stones.
Contentnea Creek	12	66	300	Coffer-dam of old lock.
Pitch-Kettle Shoal*	10 3-5	76 3-5		State improvement; wing-dams; 1856-'57.
Hog-Island Blockade	18	94 3-5	2,240	Sunken cribs and schooner.
New Berne	3	97 3-5	5,280	Population, 3,000.

* Also called Bachelor Creek.

PROPOSED IMPROVEMENT AND ESTIMATE OF COST.

I have thought it advisable, while adopting the plan submitted by Colonel Craighill, to consider the improvement of the river as separated into two divisions, and to present a separate estimate for each. The aggregate cost remains unaltered.

The upper division from Goldsborough to New Berne, a distance of ninety-seven miles, is fluvial, except for a short distance near the lower end. The second division, extending from New Berne to Pamlico Sound, a distance of forty miles, is tidal and fluvial, having a lunar tide of from 4 to 8 inches, and ranging, under the influence of the wind, from 1 to 5 feet. In the upper division, the navigation is confined to barges and light-draught steamers; the lower division affords a commodious channel for any vessels able to pass the bar of Ocracoke Inlet, which has a low-water depth of 9 feet, according to report.

In both divisions the character of the proposed improvement is nearly the same, being confined for the most part to the removal of natural and artificial obstructions of snags, trees, cribs, and sunken vessels. The improvement of the two divisions can be executed contemporaneously or successively, as Congress may direct.

ESTIMATE OF DIVISION I.

Special obstructions requiring removal, snags, logs, leaning trees, partial regulation of cut-offs	\$35,000 00
Southwest Blockade, seven miles below Kinston, five cribs filled with stone.	465 00
Piles of old bridge and coffer-dam at Contentnea Creek	1,200 00
Hog Island, or Bachelor Creek Blockade. There are three channels at this point of the river, all of which are blockaded by barges, cribs filled with stone, and sunken schooners. The channels are named as follows, commencing at the southwest side of the river: Bachelor Creek Channel, Main Channel, between Hog's Island and Green Island, and the Singfield Channel. The Main Channel only requires improvement at the present time. For a minute description of these obstructions, I would refer to page 737 of Report of Chief of Engineers, 1872. Cost of removing obstructions in Main Channel	900 00
	37,565 00
Contingencies, 15 per cent.	5,634 00
Total	43,199 00

SECOND DIVISION.

From New Berne to the mouth of the river the distance is forty miles. The Trent River enters on the south side of the city, having a width of 1,000 feet; on the east side the river is about one mile wide; at the obstructions the width is one mile; at the mouth, in Pamlico Sound, it is five and one-half miles. Only two obstructions are found in this division; one, a small bar which may be easily avoided; the other, consisting chiefly of sunken vessels, about three miles below the city and opposite Old Fort Point. A minute description of the obstructions will be found on page 738 of Chief of Engineer's Report of 1872. A channel, marked by the mast of a sunken vessel, has been opened, but in foggy and dark weather sailing-vessels get lodged on one of the sunken hulls. By removing one brig and one or two schooners, and some of the "Yankee catchers," a channel 1,000 feet wide and 10 feet deep can be obtained. Five of the sunken vessels will still be left, and, to prevent danger, it will be necessary to mark the channel-end with a beacon. The accompanying sketch, showing a mast supported by brace-piles and bolted and branded with iron, will answer for the purpose of definitely marking the dangerous part of the channel.

ESTIMATE OF DIVISION II.

Fort Point Blockade.....	\$5,600 00
Removing Yankee catcher	100 00
Beacon at blockade.....	1,000 00
	6,700 00
Contingencies, 15 per cent.....	1,005 00
Total	7,705 00

Aggregate estimate of the cost of the two divisions:

Division I.....	\$43,199 00
Division II	7,705 00

Total cost.....	50,904 00
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or an aggregate of \$51,000.

Three tracings accompany this report, showing the general course of the river to New Berne, the blockades, and the lower river.

Very respectfully, your obedient servant,

S. T. ABERT,
United States Civil Engineer.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

EXAMINATION OF CATAWBA RIVER, FROM SOUTH CAROLINA LINE TO OLD FORT, NORTH CAROLINA,

UNITED STATES ENGINEER OFFICE,
Washington, D. C., December 23, 1875.

GENERAL: In the act of appropriation approved March 3, 1875, provision is made for an examination or survey of Catawba River, from South Carolina line to Old Fort, N. C. This duty was assigned to me by your letter of March 22, 1875, and I have now the honor to report the result of a personal examination made in September, 1875.

Proceeding by way of Lynchburgh and Danville to Salisbury, N. C., I took the Western North Carolina Railroad, which follows the valley of the Catawba to Old Fort, its present terminus. This road has been graded beyond that point and along the valley of the French Broad, as far as the East Tennessee and Virginia Railroad; the viaducts and tunnels were nearly completed when the work was suspended, for want of funds. This portion of the road (west of Old Fort) passes through a region which is regarded as the most salubrious and picturesque in the States east of the Mississippi. When the graded portion of the road is completed, New Orleans will be connected by rail with Beaufort, N. C., and several important through lines.

GENERAL DESCRIPTION.

The sources of the Catawba River are to be found along the foot of the Blue Ridge, in McDowell County, N. C. One of its little tributaries rises at the base of Mount Mitchell, which dominates the subjacent valley from an altitude of 6,582 feet. The river descends to the level of 1,300 feet above tide by a series of beautiful cascades, and flows thence through the counties of McDowell and Burke, and forms the

boundary-line of seven others, viz: Caldwell, Alexander, Iredell, and Mecklenburgh, lying north or east of it, and Catawba, Lincoln, and Gaston, to the south or west. After passing the State line the Catawba becomes the Wateree, then the Santee, and terminates its tortuous course in the Atlantic between Georgetown and Charleston, S. C.

The present report is limited by the act of appropriation to the part of the river lying between Old Fort and the South Carolina line.

At Old Fort the river has reached the base of the so-called Piedmont region, at an altitude of 1,274 feet above mean tide. From thence its course is north of west to the great bend between Morganton and Statesville, where, seventy-five miles east of Old Fort, it turns southward, and continues its course to the State line, a distance of seventy miles further, or 145 miles in all.

From Old Fort to the great bend the fall, according to Professor Kerr, is a little over 500 feet, and from there to the State line 300 feet, or a total of 800 feet. According to the levels of Hamilton Fulton, the difference of elevation between Old Fort and the State line is 789 feet.

Besides the great bend already mentioned, another and smaller bend occurs between Rozzel's Ferry and Abernethy's Island. This bend has the shape of the letter A, and is seven and a half miles around and one and one-half across. Throughout the bend the river is characterized by deep natural pools or reaches, extending along the convex sides of the bends. The greatest low-water depth occurs at these places, and is 18 feet at Tuckasgee Shoals. Fulton's profile represents the depth of water on the shoals and bar as greater than might be expected, on account of the large average fall per mile. Four of these shoals have but six inches of depth at low water, several not more than three. The greatest descent is at Lookout Shoal, where the fall is 3.51 feet in 111 feet, or at the rate of 167 feet per mile. At other points the rate per mile is 82 feet, 78 feet, 64 feet; two rapids have 40 feet each, others have 34 feet, 33 feet, and two have 30 feet; the rest vary from 6 to 26 feet per mile.

Hamilton Fulton, an intelligent engineer, made, in 1824, under the authority of the State of North Carolina, a survey from Moore's Shoals, ten miles below Morgantown, to the State line. Unfortunately Mr. Fulton's report is not to be found in the archives of the capital at Raleigh. A portion of his map and profile are, however, extant, and to these data I am indebted for the material which has been condensed in the following tabular statement. Mr. Fulton's map—so much of it as can now be found—extends from Sherrill's Ford to the State line, a distance of $48\frac{3}{4}$ miles; the profile extends from Moore's Shoal to the State line, a distance of $92\frac{1}{2}$ miles. Following the order of the columns, the information is condensed under the heads of "Names of localities at time of survey;" "Distance from Moore's Shoals;" "Length of each shoal or reach;" "Difference of level referred to Moore's Shoals;" under the head of "Descent of the river" are given the total fall and average fall per mile of each pool and shoal, and the maximum fall in the shortest distance observed, and the corresponding rate per mile; the next column gives the ranges of low-water depths between named points; the tenth column gives the height above mean tide, computed from railroad surveys; and under the column of "Remarks" are stated the dimensions of the mill-wheels existing at time of the survey. The names belong to the period of survey, (about 1824.)

Table of distances and levels.

Locality.	Distance from Moore's Shoals.	Length of each shoal and pool in succession.	Difference of level from Moore's Shoals.	Descent of the river.			Depth of water.	Calculated height above tide-water.	Remarks.
				Fall of each pool and shoal.		Maximum fall in a given distance.			
				Total.	Average per mile.				
	Miles.	Miles.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	
Top of Moore's Shoals	0		0					908.50	
Top of Devil's Shoals	.66	.66	1.94	1.94	2.94		1.7 to 3.0	906.56	
Lock	.98	.32	6.58	4.64	14.50	4.20 in 1,320 feet	1.3 to 3.3	901.92	
Lock	1.40	.42	9.35	2.07	4.93		0.8 to 4.6	899.15	
Bottom of Devil's Shoals	1.67	.27	11.42					897.08	
Series of pools and shoals	3.49	1.82	13.42	2.30	8.52	1.66 in 898 feet	0.8 to 2.5	895.08	
Natural pool	4.88	1.39	15.72	8.88	4.88	0.9 in 845 feet	1.0 to 4.5	892.78	
Horse-Ford Shoals	7.79	2.91	24.60	1.26	.90		2.0 to 5.0	883.90	
Natural pool	8.18	0.39	25.86	31.43	10.80	0.4 in 53 feet	0.5 to 5.0	882.64	
Gunpowder Shoals	8.45	0.27	57.29	0.86	2.20		2.2 to 5.2	851.21	
Natural pool	9.20	0.75	58.15	1.35	5.00	0.4 in 53 feet	2.0 to 5.0	850.35	
Fall at Upper Little River	9.87	0.67	59.50	0.38	0.50		1.4 to 8.0	849.00	
Natural pool, with one fall	11.23	1.36	59.88	2.85	4.25	1.32 in 1,400 feet	1.6 to 4.5	848.62	
Falls below Crosses' Rock	11.67	0.44	62.73	1.97	1.45	0.75 in 132 feet	2.0 to 6.2	845.77	
Falls	12.51	0.84	64.70	3.76	8.54	2.61 in 1,003 feet	1.8 to 5.5	843.80	
Natural pool	14.91	2.40	68.46	2.84	3.38	0.89 in 369.6 feet	1.8 to 6.5	840.04	
Falls Middle Little River	15.77	0.86	71.30	3.35	1.39	0.3 in 126.7 feet	1.8 to 10.0	837.20	
Pool top of Oxford Shoals	16.52	0.75	74.65	2.85	3.31	0.6 in 163.7 feet	1.7 to 6.0	833.85	
Bottom of Great Falls	17.54	1.02	77.50	0.24	0.32		2.0 to 5.3	831.00	
Near Canoe Landing	19.41	1.87	77.74	14.82	14.53	14.82 in 102 miles	0.5 to 8.0	830.76	
Natural pool	20.86	1.45	92.56	8.94	4.78	0.7 in 111 feet	1.4 to 8.0	815.94	
Falls at Lower Little River, and below	21.68	0.82	101.50	3.23	2.23		2.0 to 9.0	807.00	
Top of falls, lower end of Three-Cornered Island.	22.16	0.48	104.73	3.32	4.05	1.18 in 1,003 feet	1.6 to 8.0	803.77	
Upper end of Druin's Island	22.84	0.68	108.05	0.75	1.56		4.0 to	800.45	
Top of Lookout Shoals, Cowan's Island	24.21	1.37	108.80	8.95	13.16	2.05 in 132 feet	0.6 to 5.0	799.70	
Bottom of Lookout Shoals	27.51	3.30	117.75	1.66	1.21		2.0 to 9.5	790.75	
Pool	28.83	1.32	119.41	54.25	16.44	3.51 in 111 feet	0.5 to 4.0	789.09	Sherrill's Mill at 25.18 miles. Wheel 12½ feet in diameter.
Series of shoals	31.01	2.18	173.66	8.64	6.54		1.9 to 7.0	734.84	
			182.30	9.71	4.45	2.05 in 317 feet	1.2 to 7.5	726.20	
			192.01					716.49	

Table of distances and levels—Continued.

Locality.	Distance from Moore's Shoals.	Length of each shoal and pool in succession.	Difference of level from Moore's Shoals.	Descent of the river.			Depth of water.	Calculated height above tide-water.	Remarks.
				Fall of each pool and shoal.		Corresponding rate per mile.			
				Total.	Average per mile.				
	Miles.	Miles.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	
Natural pool.....	32.525	1.515	193.20	1.19	0.78	.....	1.5 to 14.5	715.30	
Shoal near Lewis's Fish-Trap.....	33.73	1.205	195.95	2.75	2.28	0.25 in 132 feet...	1.0 to 4.2	712.55	
Natural pool.....	36.95	3.22	197.20	1.25	0.39	.....	2.0 to 15.5	711.30	
Buffalo Shoals.....	37.61	0.66	208.61	11.41	17.29	1.61 in 317 feet...	0.8 to 5.0	699.89	
Natural pool.....	38.76	1.15	212.84	4.23	3.68	.....	1.0 to 8.7	695.66	
Fall at Small Island.....	38.91	0.05	216.77	3.93	78.60	3.93 in 264 feet...	2.5 (av'ge)	691.73	
Pool.....	39.58	0.77	217.86	1.09	1.42	.....	0.5 to 5.5	690.64	
Shoals and falls from Crawford Island to Platt Island.	41.27	1.69	241.30	23.44	13.86	1.83 in 150 feet...	0.5 to 9.5	667.20	
Lower end island below Sherrill's Ford.....	43.15	1.88	254.43	13.13	6.98	.....	0.3 to 7.0	654.07	
Series of shoals.....	44.41	1.26	259.65	5.22	4.14	1.05 in 184.4 feet...	1.5 to 9.0	648.85	
Pool.....	45.32	0.91	260.72	1.07	1.18	.....	1.5 to 7.0	647.78	
Shoal near Moses Sherrill's.....	45.77	0.45	262.15	1.43	3.18	0.55 in 950 feet...	2.0 to 7.0	646.35	
Natural pool.....	47.94	2.17	264.00	1.85	0.85	.....	2.0 to 11.8	644.50	
Fall.....	47.99	0.05	265.26	1.26	25.20	1.26 in 264 feet...	1.0 to 1.8	643.24	
Natural pool.....	49.45	1.46	267.10	1.84	1.26	.....	1.5 to 11.0	641.40	
Fall at Jackson's Fish-Trap.....	49.57	0.12	269.25	2.15	17.92	215 in 634 feet...	1.3 to 5.0	639.25	
Natural pool.....	52.42	2.85	269.70	0.45	0.16	.....	3.0 to 8.0	638.80	
Mountain Creek Shoal.....	54.52	2.10	274.79	5.09	2.42	.06 in 264 feet...	2.0 to 3.0	633.71	
Natural pool.....	56.01	1.49	276.60	1.81	1.21	.....	2.8 to 10.0	631.90	Mill at Beattie's Ford; shoals at 56.61 miles; wheel 9 feet in diameter.
Beattie's Ford Shoals.....	58.39	2.38	289.60	13.00	5.46	1.2 in 158 feet...	1.0 to 5.5	618.90	Henry Connor's mill at 62.03 miles; wheel 13.20 feet in diameter.
Natural pool below Cathey's Island.....	60.37	1.98	291.65	2.05	1.03	.....	3.0 to 11.8	616.85	
Cowan's Ford Shoals.....	64.54	4.17	318.90	27.25	6.51	0.8 in 211 feet...	0.5 to 8.0	589.60	
Natural pool.....	65.65	1.11	319.10	0.20	0.18	.....	6.0 to 19.0	589.40	
Falls at Tool's Ford.....	65.93	0.28	320.20	1.10	3.93	.....	1.2 to 3.4	588.30	
Natural pool.....	68.21	2.28	322.80	2.60	1.14	.....	4.0 to 15.0	585.70	
Small fall.....	68.27	0.06	323.35	0.55	9.17	.....	2.0 to 3.0	585.15	
Natural pool.....	69.44	1.17	324.83	1.48	1.26	.....	2.0 to 15.0	583.67	
Series of falls near Heslop's Ford.....	71.29	1.85	329.69	4.86	2.63	1.29 in 686 feet...	1.5 to 9.8	578.81	
Natural pool.....	74.26	2.97	331.72	2.03	0.68	.....	3.0 to 17.0	576.78	

Abernathy's Fall	74.48	0.22	335.65	3.93	17.86	2.04 in 475 feet...	22.66	1.5 to 5.0	572.85
Natural pool.....	75.60	1.12	336.45	.80	0.71	.....	.....	2.5 to 10.0	572.05
Falls above Rozzel's Ferry.....	75.78	0.18	337.90	1.45	8.06	.....	.....	2.0 to 3.5	570.60
Top of Mountain Island Shoals.....	76.08	0.30	338.50	0.60	2.00	.....	.....	3.0 to 8.0	570.00
Bottom of Mountain Island Shoals	79.18	3.10	385.02	46.52	15.01	.....	.....	.....	523.48
Natural pool.....	82.42	3.24	386.89	1.87	0.58	.....	.....	3.5 to 18.0	521.61
Tuckasgee Shoals.....	83.44	1.02	398.11	11.22	11.00	.....	.....	1.7 to 12.0	510.39
Pool	84.01	0.57	399.63	1.52	2.67	1.63 in 343.20 feet	24.61	3.0 to 11.5	508.87
Series of small shoals	85.05	1.04	403.99	4.36	4.19	1.72 in 845 feet...	10.75	2.5 to 8.5	504.51
Natural pool.....	87.14	2.09	406.87	2.88	1.38	.....	.....	2.1 to 10.0	501.63
Slocum's Shoals.....	87.32	0.18	408.50	1.63	9.06	.....	.....	2.2 to 4.0	500.00
Natural pool	88.29	0.97	408.85	0.35	0.36	.....	.....	5.0 to 12.0	499.65
Fight's Ferry.....	89.33	1.04	409.45	0.60	0.58	.....	.....	3.6 to 4.5	499.05
Natural pool	90.74	1.41	410.68	1.23	0.87	.....	.....	2.6 to 13.5	497.82
Ross's Falls.....	91.64	.90	418.81	8.13	9.03	1.50 in 348.5 feet	22.73	2.0 to 9.5	489.69
Mouth of Little Catawba River, State line.....	92.887	1.247	423.50	4.69	3.76	.....	.....	1.3 to 8.0	485.00

Average fall in whole distance, 4.86 feet per mile.

Hendrick's mill at 77.45 miles; wheel 10 feet in diameter.

Line follows canal; average fall approximate; depth not given.

Narrow channel on left of island.

Hill's mill at 90.83 miles; wheel 8 feet in diameter.

Before making any comments on the natural features mentioned in the foregoing table, the description of the physical character of the river will, as far as my information extends, be completed by the following statement of the geological formations through which it has cut its way.

GEOLOGY.

From its source to the southern boundary of the State the river flows through the Upper and Lower Lawrentian rocks, affording good building-stone of gneiss and granite. East of the Catawba, and near Salisbury, a fine, white granite is found, which has been employed in building the United States post-office at Raleigh; but its whiteness has been tarnished and its value as a building-stone has been impaired by iron-stains, which appear on the surface of the stone after exposure to the atmosphere.

The characteristic rocks of the Lawrentian series are trachyte, porphyry, syenite, greenstone, and granite; mica being absent in a marked degree. The Huronian formation intersects the Catawba in the great bend, where the strata have a width of from four to five miles. Its characteristic rocks are quartzite, mica-schist, and clay-slates. Its trend is southwest, broadening toward the south, and it is further characterized by workable deposits of specular and magnetic iron-ore and limonite. In Gaston, Lincoln, and Catawba Counties the iron belt is found in two beds, the thickness varying from two to twelve feet. The ore generally occurs in lenticular masses in beds at intervals of one to two miles along the outcrop, and has been reduced at the furnaces to a good quality of charcoal-iron.

Parallel to this bed is another, which is heavy, black, and magnetic, and produces a very tough, malleable iron. According to Professor Kerr's statement, several thousand tons of this ore mined during the war, and "all the blooms which could be procured at the naval works in Charlotte, were used (by the confederate government) for the manufacture of shafts of iron-clads and bolts for the cannon of the coast-forts."

TRADE AND STATISTICS.

The natural obstructions of the river between Old Fort and the State line are so formidable that it cannot be navigated in its present unimproved condition. Its trade is consequently nothing, and any future trade which is contingent on its improvement must be confined to timber, iron-ore, and agricultural products.

On its headwaters are found fine forests of oak, white and black walnut, chestnut, and locust, and the mountain-tops are covered in the proper season with the bloom of the different colored rhododendrons and the fruit of the wild gooseberry. Although the beauty of the region has attracted tourists and artists, its inaccessibility has restricted the rise of its timber, and only a small portion of the timber-land can be influenced by the improvement of the river.

The following table, compiled from the last census report, will give the amount of the agricultural product of the contiguous counties, portions of which will be affected by the improvement:

County.	Population.	Value of farm-products.	Value of live-stock.	Wheat.	Indian corn.	Tobacco.	Cotton.	Oats.	Sweet potatoes.	Irish potatoes.	Wool.
				<i>Bush.</i>	<i>Bush.</i>	<i>Lbs.</i>	<i>Bales.</i>	<i>Bush.</i>	<i>Bush.</i>	<i>Bush.</i>	<i>Lbs.</i>
Yancey.....	5,509	\$113,726	\$116,311	20,514	113,683	5,211	.....	28,207	164	791	8,980
McDowell.....	7,592	205,709	124,483	11,955	176,364	300	.....	11,580	4,135	5,394	8,866
Burke.....	9,777	604,705	175,390	26,528	217,049	25,204	8	31,010	12,342	10,093	6,569
Caldwell.....	8,476	390,002	228,798	24,455	207,731	27,000	.....	35,313	18,057	19,194	10,462
Alexander.....	6,068	292,268	167,033	20,142	135,207	19,499	1	37,865	12,581	11,099	11,693
Iredell.....	16,931	745,445	333,925	67,687	315,972	67,071	408	108,657	11,357	9,552	13,233
Catawba.....	10,984	350,252	152,563	34,746	142,876	25	22	41,553	5,177	4,540	10,483
Lincoln.....	9,573	451,857	179,367	42,155	190,286	3,157	242	52,396	12,572	7,914	6,184
Gaston.....	12,602	817,672	324,926	64,468	338,023	3,640	762	79,717	16,415	9,288	14,763
Mecklenburgh....	24,299	1,352,673	580,286	69,826	454,864	5,171	6,067	75,990	18,774	12,159	8,014

Before dismissing the subject of trade, it seems proper to mention in this place that the Catawba affords many sites which command an ample power for manufacturing purposes. I am unable to state the number of large mills in actual operation, but not less than six are scattered along its course. The effect on the milling operations of the introduction of locks and dams should be considered. Although the available water-power will be increased by the dams, it is uncertain whether the mill-owners will be disposed to incur the expense necessary for its utilization, which must be at the sacrifice of existing mill-sites. At the present time the milling interest seems to exceed the interest which demands the improvement of the river, and before the question is finally determined, the wishes of the mill-owners should receive proper consideration. In regard to the trade which may be developed by the river, it is difficult to speak with certainty, depending, as it does, on the increase of population, and the investment of capital in farming, lumber business, and the manufacture of iron. For the latter object the banks of the Catawba are well fitted in every respect except that of distance to market.

The utility of the improvement of the river will also be influenced by the railroads which intersect and follow its course. The road from Old Fort and the road from Charlotte, N. C., meet at Statesville nearly at a right angle; south and west of the lines forming this angle, the river takes its course, sometimes intersecting the road, and never more than ten miles distant from it.

The value of a river improvement in such proximity to a railroad consists chiefly in the effect of competition to keep down the tariff on freights, and in the superior advantages of water transportation for heavy material.

IMPROVEMENT.

The question of improvement requires for its solution a somewhat different statement of the facts above given. These facts enable me to determine the kind of improvement which is adapted to the peculiar character of the river, and, approximately, the number and height of the dams, and the lift of the locks; but the actual cost and the best position for these structures can only be determined with precision after a careful survey.

The Catawba River at Old Fort is 1,274 feet above tide; at the State line it is about 485 feet; the difference of level is 789 feet.

But in order to divide the river in portions corresponding with the remnants of Mr. Fulton's profile, I have taken Moore's Shoals, about ten

miles below Morgantown, as the head of navigation, and this point seems to be a proper limit because of the more rapid fall between it and Old Fort.

From Old Fort to Moore's Shoals the distance is forty-four miles by the line of the railroad, and the descent is 366 feet. Assuming that the distance, following the meanderings of the river, is one-third greater, then the distance from Old Fort to Moore's Shoals is 59 miles, and the average fall per mile will be about 6.1 feet. From Moore's Shoals to the State line the distance is 92.89 miles and the fall 423.5 feet, giving an average rate per mile of 4.86 feet.

The removal of rocks and sand-bars, and the employment of lateral dams, would have the effect only of improving small sections of the river, but would add nothing toward establishing a continuous low-water navigation. It is doubtful whether it would have any appreciable effect at ordinary stages, or even at high water. The question can be determined only by a survey.

The average descent per mile masks the real difficulty in the way of improvement. This difficulty consists in the concentration of the fall at special localities and in short distances, instead of being equally distributed over the intervening reaches. The amount of descent at special localities, which is but partially indicated in the average fall per mile, must determine the nature of the improvement to be applied; that is, whether lateral dams, removal of rock, dredging, and all those means which are included under the term "improving the natural channel," can be applied, or whether locks and dams are best fitted to overcome the obstructions to navigation.

As a general rule, streams which exceed the average rate of 4 feet per mile have reached the limit of descent to which the lock and dam system of improvement can be economically applied. The cost of improving such rivers becomes so great that the trade will seldom justify the expenditure.

There are a few instances of rivers having an average descent of 8 inches per mile which can be improved by means of lateral dams.

Applying these two rules to the Catawba, the natural inference is that its improvement is impracticable by lateral dams, and will be very costly if locks and dams are used.

To enable Congress to form an idea of the approximate cost of making a continuous navigation of 3 feet water, at ordinary stages of the river, from Old Fort to the State line, I have subjoined a statement of the number of dams and the lift of the locks required for this purpose. I have also given the approximate cost as far as the width of the river was known.

Location.	Distance from Moore's Shoals.	Lift of locks.	Cost of locks.	Length of dams.	Height of dams.	Cost of dams and guard-walls.	Length of reaches or natural pools.	Cost of dredging and wing-dams.	Cost of locks and dams and dredging.
	Miles.	Feet.		Feet.	Feet.		Miles.		
Ford's Island.....	6½	10½			20				
Gunpowder Shoals.....	8½	10½			17½		1½		
Keller's Fish-Trap.....									
Oxford Shoals.....	17½	17½			23		9		
Great Falls.....	19½	9			13½		2		
Druin's Island.....	23	14½			18½		3½		
Sherrill's Mill.....	25½	19			22½		2½		
Craggy Rocks.....	26	14½			18½		½		
Below Perkins's Fish-Trap.....	29	17½			21		3		
Island.....	32½	18			22		9½		
Below Litten's Ford.....	40½	19½			23		2		
Sherrill's Ford.....	42	17	\$85,000	430	20	\$49,800	1½		\$134,800
Mayhew's Fish-Trap.....	48	17	85,000	450	20	52,000	6		137,000
Near Jackson's Fish-Trap.....								\$10,000	10,000
Below Cathey's Island.....	58½	15	75,000	452	19	60,800	10½		135,800
Below Connor's Island.....	62½	13	65,000	760	17	55,000	3½		120,000
Half-way between Connor's and Nant's Islands.....	63	9½	49,800	650	13	42,000	½		91,800
Mountain Island Shoal.....	76½	13	65,000	982	16	66,000	13½		131,000
Below canal.....	78½	20	100,000	940	25	84,000	1½		184,000
Above boat-landing.....	79½	21	105,000	674	25	78,000	½		183,000
Below Tuckasgee Ford.....	83	12	60,000	848	12	42,000	3½		102,000
Above Mouth Little Catawba..	92½	13½	67,500	650	17	50,000	9½		117,500
			757,300			579,600			1,346,900

This will make the cost of the improvement of the river from Sherrill's Ford to the State line \$1,346,900. Assuming an average width for the river above Sherrill's Ford, the cost of the improvement between Old Fort and the State line will probably exceed \$2,000,000.

The scheme in the foregoing statement supposes that 70 feet of fall can be overcome by the amplitude of the *ramous* of the dams together with a small amount of dredging. The calculations are based on the employment of crib-dams, filled with stone, and on locks having nearly the same dimensions as the Erie and Dismal Swamp Canals, viz, 90 by 18 feet in the chamber.

CONCLUSIONS.

The following general conclusions are based on the data above given, and upon my personal examination :

1st. The Catawba River cannot be improved by means of lateral dams and such other operations in the bed of the stream as are included under the term "improvement of natural channel," so as to afford a continuous low-water navigation from Old Fort to the State line.

2d. A survey will be necessary in order to determine whether, by means of the last-named method, the river can be adapted at mean stages, or even at high water, to a down-stream navigation for rafts and barges.

3d. The examination for this object should extend over an entire year, and should include the establishment and daily observation of gauges.

4th. An instrumental examination will be necessary to determine the cost of a slack-water navigation.

5th. Slack-water navigation will destroy the present mill-sites, but will increase the available water-power.

6th. The resources of trade are undeveloped. The future trade is dependent on the increase of the agricultural products, on the investment of capital in iron manufacture, and on better access to the timber-lands; and all these will depend on the increase of the population.

7th. The importance of continuing the improvement through South Carolina to the mouth of the river, on the Atlantic coast, should be considered.

8th. A survey organized in the manner described in my report on New River, dated February 7, 1875, will cost \$5,500.

A tracing of the river from Sherrill's Ford to the South Carolina line, (forty-eight and one-half miles,) and a profile from Moore's Shoals to the same point, (ninety-two and three-fourths miles,) accompany this report.

Very respectfully, your obedient servant,

S. T. ABERT,
United States Civil Engineer.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers U. S. A.

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CONTRACTS OF THE WAR DEPARTMENT FOR 1875.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with section 229, Revised Statutes, a statement of all contracts for supplies or services made by the Quartermaster-General for the year ending December 31, 1875, and filed in the Quartermaster-General's Office.

JANUARY 25, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

WAR DEPARTMENT,
January 22, 1876.

The Secretary of War has the honor to transmit to the United States Senate and House of Representatives, in compliance with section 229, Revised Statutes of the United States, statements showing the contracts made by the Bureaus of the War Department on behalf of the United States during the year 1875.

WM. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT,
QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., January 5, 1876.

SIR: Referring to section 229, Revised Statutes, requiring the Secretary of War to lay before Congress, at the commencement of each regular session, a statement of all contracts for supplies or services which have been made under his direction during the preceding year, I have the honor to transmit a statement of contracts made by the Quartermaster's Department, and filed in this Office, during the year ending December 31, 1875.

Very respectfully, your obedient servant,

RUFUS INGALLS,
*Acting Quartermaster-General,
Brevet Major-General, U. S. A.*

The Hon. SECRETARY OF WAR.

CONTRACTS OF THE WAR DEPARTMENT.

No.	Place and date.	Parties.	Nature of contract.	Bond.
1	Philadelphia depot, Schuyl-kill arsenal.	Col. L. C. Easton with Seyfert, McManus & Co.	Erection of boilers, machinery, &c., at \$11,410.43	\$8,000
2	Astoria, Fort Stevens, Cape Disappointment.	Maj. R. N. Batchelder with J. H. D. Gray	Transportation of troops, military stores, &c., at \$30 per week	500
3	Kennebec arsenal, Me	Maj. J. M. Whittemore with Currier & Son	60,000 pounds of anthracite coal, at \$8.20 per ton; 10,220 pounds of hay, at \$19 per ton; 2,400 pounds of straw, at 60 cents per 100 pounds.	500
4	do	Maj. J. M. Whittemore with Benjamin Tasker.	68 cords of hard wood, at \$7 per cord	500
5	Fort Seward, Dak.	Maj. B. C. Card with A. W. Kelley	100 tons of hay, at \$5.34 per ton	200
6	Newberry, S. C.	Lieut. Col. J. A. Ekin with David R. Phifer	Premises for quartering troops for six months, at \$26 per month	.....
7	Livingston, Ala.	Lieut. Col. J. A. Ekin with R. W. Emmis and others.	Planter's Hotel and stables, at \$60 per annum	.....
8	San Francisco, Cal	Lieut. Col. A. R. Eddy with Donald McLennan, manager Mission and Pacific Woolen Mills.	100,000 yards of sky-blue kersey, at \$2.52½ per yard	85,000
9	Salisbury, N. C.	Capt. A. F. Rockwell with Alex. McDonald	Erection of monument at Salisbury, N. C., at \$9,500	5,000
10	Fort Riley, Kans.	Col. S. Van Vliet with James A. McGonigle	Repair of stables damaged by fire, \$14,160	5,000
11	Omaha Depot, Nebr.	Maj. Alex. J. Perry with Joseph A. Connor and N. L. Thatcher.	10,000 bushels of corn, at 91 cents per bushel; 10,000 bushels of corn, at 97 cents per bushel.	4,000
12	do	Maj. Alex. J. Perry with J. W. Arnold	3,000 bushels of corn, at 80 cents per bushel; 2,000 bushels of corn, at 81½ cents per bushel.	1,000
13	Department of Dakota.	Maj. B. C. Card with Norman W. Kittson	Transportation on Red River of the North, Moorhead, Minn., or Fargo, Dak., to Fort Pembina, Dak.: Officers, \$8; enlisted men, \$6; stores, April 15 to July 31, \$1 per 100 pounds; stores, August 1 to October 15, \$1.35 per 100 pounds.	5,000
14	Missouri River	Col. D. H. Rucker with S. B. Coulson	Transportation from Bismarck, Dak., to Fort Benton, Mont., at schedule rates.	100,000
15	do	do	Transportation from Sioux City, Iowa, to Fort Benton, Mont., at schedule rates.	100,000
16	Chicago, Ill	Capt. James Gilliss with Union Building Association.	Lease of rooms in Union Building for office headquarters, Military Division of the Missouri, one year, at \$6,000 per annum.	.....
17	Department of Dakota.	Maj. B. C. Card with Ebenezer Blackestone	Ferriage between Fort Abraham Lincoln, Dak., and Bismarck, Dak., at schedule rates.	10,000
18	Jeffersonville, Ind	Lieut. Col. J. A. Ekin with Alex. Patterson	25 ambulances, at \$194.50 each	3,000
19	West Point, N. Y	Lieut. J. M. Marshall with Eli T. Bangs	35 tons of straw, at \$14 per ton	200
20	do	do	do	200
21	do	Lieut. J. M. Marshall with John W. Hoffman	6,000 bushels of oats, at 75 cents per bushel	1,500
22	do	Lieut. J. M. Marshall with S. W. Bowne & Co.	5 tons of shorts, at \$34.45 per ton; 10 tons of middlings, at \$34.45 per ton	200
23	do	Lieut. J. M. Marshall with William Vroman & Son.	120 tons of hay, at \$16.70 per ton	700
24	do	do	155 tons of hay, at \$16.70 per ton	700
25	Chicago, Ill.	Capt. James Gilliss with Buckner & Morris	Lease of part of building, No. 6 East Washington street, one year, at \$60 per month.	.....
26	do	Capt. James Gilliss with Edward Ely	Lease of part of building, No. 3 East Washington street, one year, at \$90 per month.	.....
27	Fort Griffin, Tex	Lieut. Col. S. B. Holabird with D. M. Dowell	Lease of part of site of Fort Griffin, Tex., one year, at \$100 per annum	.....

28	Glendale, Va.....	May 5, 1875	Capt. A. F. Rockwell with John H. Chataigne..	Construction of wall around national cemetery, at \$5.10 per linear foot.	2,500
29	Seven Pines, Va.....	May 6, 1875	Capt. A. F. Rockwell with Thomas Strider....	Construction of wall around national cemetery, at \$2.39 per linear foot	2,000
30	Philadelphia, Pa.....	June 11, 1875	Lieut. Col. R. Saxton with F. D. Watson.....	25 cords oak wood, at \$11 per cord; 20 cords yellow-pine wood, at \$13.50 per cord; 10 cords kindling-wood, at \$14.50 per cord.	300
31	do.....	June 11, 1875	Lieut. Col. R. Saxton with B. A. Hendricks & Co	55,000 pounds white oats, at 24 cents per pound; 130,000 pounds timothy hay, (baled,) at \$25.80 per ton.	1,500
32	do.....	June 12, 1875	Lieut. Col. R. Saxton with Charles H. Kirk....	55,000 pounds white oats, at 24 cents per pound; 12,000 pounds corn, at 1 39-56 cents per pound; 42,000 pounds oat-straw, (baled,) at \$17 per ton.	1,000
33	do.....	June 14, 1875	Lieut. Col. R. Saxton with Thomas M. Richards, for Philadelphia and Reading Coal and Iron Company.	5,000 gross tons white-ash anthracite coal, at \$6.30 per ton.....	3,000
34	Department of California	May 11, 1875	Lieut. Col. A. R. Eddy with J. S. Rothschild....	Transportation, route No. 5, San Francisco to Camp Independence, Colo., at schedule rates.	3,000
35	Camp Independence, Colo	May 11, 1875	do.....	400 cords wood, at \$13.24 (coin) per cord; 60,000 pounds barley, (sacked,) at \$39.70 (coin) per 1,000 pounds; 87,000 pounds hay, (baled,) at \$9.75 (coin) per 1,000 pounds.	4,000
36	Baltimore, Md.....	Mar. 30, 1875	Capt. H. W. Janes with Eliza A. Gill.....	Lease of premises No. 160 West Fayette street, at \$125 per month.....	.....
37	Washington, D. C.....	June 14, 1875	Maj. George Bell with W. M. Galt.....	Oats, as required, at 1 9-10 cents per pound; corn, as required, at 1 1-2 cents per pound; hay, as required, at 12-5 cents per pound; rye-straw, as required, at 9-10 cents per pound.	20,000
38	Washington, D. C.....	June 25, 1875	Maj. George Bell with Samuel Emery.....	Pine wood, (sawed and split,) as required, at \$6.99 per cord; pine wood, (in stick,) as required, at \$5.49 per cord; oak wood, (sawed and split,) as required, at \$8.07 per cord; oak wood, (in stick,) as required, at \$6.77 per cord; white-ash coal, as required, at \$7.44 per ton; red-ash coal, as required, at \$8.05 per ton; Lykins Valley coal, as required, at \$9 per ton; bituminous coal, as required, at \$6 per ton.	10,000
39	Chicago, Ill.....	May 29, 1875	Capt. James Gilliss with Aaron Root.....	Lease of premises No. 41 and 43 Fourteenth street, at \$100 per month ..	.....
40	Washington, D. C.....	June 12, 1875	Maj. George Bell with Frank Hollingshead ..	Transportation by water between Washington, D. C., and Forts Foote and Washington, Md., of officers and men and quartermaster and subsistence stores, at \$7 per day; lumber and building materials, at tariff rates.	1,000
41	Department of Arizona...	Apr. 24, 1875	Maj. J. G. Chandler with Samuel C. Miller.....	Transportation of baggage, &c., detachments of Fifth and Sixth Regiments Cavalry, exchanging stations, team of twelve mules and two wagons, at \$15 per day; demurrage, at \$8 per day.	3,000
42	Jeffersonville, Ind.....	June 1, 1875	Lieut. Col. James A. Ekin with A. & H. Heide-	200 wagon-saddles, at \$5.49 each; 500 pairs mule-hames, at 30 cents per pair; 1,000 mule-collars, at \$1.10 each.	2,000
43	do.....	June 1, 1875	Lieut. Col. James A. Ekin with James Strauss & Co.	500 sets six-mule harness, at \$66 per set.*	10,000
44	Lebanon, Ky.....	May 22, 1875	Capt. A. F. Rockwell with William T. Foster..	Construction of brick lodge at national cemetery, at \$2,900	1,500
45	Little Rock, Ark.....	June 7, 1875	Capt. A. F. Rockwell with Daniel Miller and T. J. Delany.	Construction of brick lodge at national cemetery, at \$4,263	2,000
46	Wilmington, N. C.....	May 19, 1875	Capt. A. F. Rockwell with John J. Lennon	Construction of brick wall at national cemetery, at \$4.61 per linear foot.	2,500
47	Camp Nelson, Ky.....	May 19, 1875	Capt. A. F. Rockwell with Job Winans Angus.	Construction of brick lodge at national cemetery, at \$4,600	3,000
48	Logan's Cross-Roads.....	Mar. 10, 1875	Maj. Benjamin C. Card with John W. Power....	Transportation on route in Montana, at schedule rates	5,000
49	Pittsburgh Land'g, Tenn	Mar. 13, 1875	Maj. Benjamin C. Card with Nehemiah P. Clark	Transportation on route No. 4, March 31, 1875, at schedule rates	10,000
50	Montana.....	Apr. 27, 1875	Maj. John G. Chandler with John H. Marion ..	1,600,000 pounds of bottom-hay, at \$30 per ton.....	6,000

* Deduct from contract-price the value of certain parts furnished by the United States, \$9.10.

CONTRACTS OF THE WAR DEPARTMENT.

Abstract of contracts made with the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.
51	Whipple depot, Ariz.....	Maj. John G. Chandler with George W. Bowers	600,000 pounds of corn, at \$2.70 per 100 pounds; 1,000 cords soft wood, at \$3.95 per cord; 1,000 cords hard wood, at \$4.95 per cord.	\$6,000
52	Camp Verde, Ariz.....	Maj. John G. Chandler with Gilbert Haggart..	1,500 bushels charcoal, at 65 cents per bushel	300
53	Whipple depot, Ariz.....	Maj. John G. Chandler with Louis A. Stevens.	200,000 pounds corn, at \$2.60 per 100 pounds.....	1,300
54	Fort Whipple, Va.....	Maj. George Bell with A. S. Dent.....	Introducing water-pipes into dispensary, \$120. Finishing and laying pipes of galvanized iron, 1 inch, at 40 cents per foot; 1½ inches, at 45 cents per foot; 1½ inches, at 50 cents per foot; ¾ inch, at 25 cents per foot; 2 inches, at 55 cents per foot.	.....
55	Fort Foote, Md.....	Maj. George Bell with Alexander Lyles.....	Furnishing materials and erecting building, \$2,000 .....	.....
56	do.....	Maj. George Bell with J. H. Cassell.....	Building piers for foundation for water-tank and setting steam-pump and boiler, \$200.	.....
57	Fort Whipple, Va.....	Maj. George Bell with D. J. Macarty	Furnishing material for and erecting two buildings, \$16,000 .....	.....
58	do.....	do.....	Furnishing material for and erecting a stable, \$2,445 .....	.....
59	do.....	do.....	Furnishing material for and building one store-house and painting and whitewashing certain rooms in h. spital.	.....
	Fort Foote, Md.....	do.....	Erecting and finishing frame for water-tank and inclosure for same.	\$610
60	Fort Abercrombie, Dak.....	Maj. B. C. Card with Orange S. Hadley	200 tons straw, at \$3.49 per ton	200
61	do.....	Maj. B. C. Card with Albert Schmidt.....	200 cords hard wood, at \$4.45 per cord	200
62	do.....	Maj. B. C. Card with John B. Welling	200 tons hay, at \$3.50 per ton	300
63	do.....	Maj. B. C. Card with Alexander McCall	100 tons hay, at \$3.45 per ton	120
64	Fort Rice, Dak.....	Maj. B. C. Card with J. C. Leach	680 tons hay, at \$7.10 per ton	1,600
65	Fort Snelling, Minn.....	Maj. B. C. Card with John Blunt.....	500 cords hard wood, at \$4.93 per cord	800
66	do.....	do.....	120 tons hay, at \$8.40 per ton	350
67	do.....	Maj. B. C. Card with Freeman James	37 tons straw, at \$3.85 per ton	50
68	Fort Ripley, Minn.....	Maj. B. C. Card with Richard Neill	80,000 pounds oats, at 68 cents per bushel	500
69	do.....	Maj. B. C. Card with Michel Aroux	84,000 pounds corn, at \$1.04 per bushel	500
70	do.....	Maj. B. C. Card with William Boyle	135 tons hay, at \$3.50 per ton	500
71	do.....	Maj. B. C. Card with Joseph Doucette	500 cords hard wood, at \$2.50 per cord	400
72	Sioux City, Iowa.....	Maj. B. C. Card with John H. Charles	12,420 bushels corn, at 88 cents per bushel	3,300
73	Jeffersonville depot, Ind..	Lieut. Col. James A. Ekin with M. W. Nolan ..	Pittsburgh coal, as required, at 13 cents per bushel	1,000
74	Sioux City, Iowa.....	Maj. Benjamin C. Card with R. L. Ward	500 bushels oats, at 72 cents per bushel	100
75	do.....	Maj. Benjamin C. Card with Edward P. Stone ..	1,000 bushels corn, at 78 cents per bushel	300
76	do.....	Maj. Benjamin C. Card with George W. Needham.	2,500 bushels corn, at 84 cents per bushel	700
77	do.....	Maj. Benjamin C. Card with Alexander C. Davis ..	1,000 bushels corn, at 82 cents per bushel	300
78	do.....	Maj. Benjamin C. Card with Albert Reineman ..	1,000 bushels of corn, at 80 cents per bushel	300
79	do.....	Maj. Benjamin C. Card with Simon Reineman ..	1,000 bushels of corn, at 77 cents per bushel	350
80	do.....	Maj. Benjamin C. Card with Edward A. Booth ..	2,500 bushels of corn, at 86 cents per bushel	800
81	Yankton, Dak.....	Maj. Benjamin C. Card with Hyderstaetd & Sanders.	4,780 bushels of oats, at 74 cents per bushel	1,200
82	Fort Randall, Dak.....	Maj. Benjamin C. Card with Joseph Vallin	2,700 cords of soft wood, at \$4.90 per cord	5,000
83	do.....	Maj. Benjamin C. Card with James Bordeau ..	210 tons of hay, at \$5 per ton	500
84	Ft. Abraham Lincoln, Dak..	Maj. Benjamin C. Card with Edward Tuman ..	2,800 cords of soft wood, at \$2.39 per cord	2,300
85	do.....	Maj. Benjamin C. Card with Simon Reineman ..	2,000 bushels of corn, at \$1.32 per bushel	900

86	do	May 12, 1875	Maj. Benjamin C. Card with William W. Nicholls.	727,000 pounds of corn, at \$1.33 per bushel.....	6,000
87	Fort Pembina, Dak	May 22, 1875	Maj. Benjamin C. Card with John Brown	70 tons of hay, at \$5.50 per ton	150
88	do	May 22, 1875	do	1,100 cords of hard wood, at \$4 per cord	1,500
89	Fort Abercrombie, Dak	May 22, 1875	Maj. Benjamin C. Card with Hyderstaedt & Sanders.	450,000 pounds of corn, at \$1.07½ per bushel.....	3,000
90	do	May 22, 1875	Maj. Benjamin C. Card with Albert Schmidt..	96,000 pounds of oats, at 60 cents per bushel	600
91	Fort Buford, Dak	June 4, 1875	Maj. Benjamin C. Card with Walter H. Stearns	314 tons of hay, at \$10.69 per ton	1,100
92	do	June 4, 1875	Maj. Benjamin C. Card with John H. Richards	1,000 cords of soft wood, at \$5.40 per cord	1,700
93	West Point, N. Y	June 18, 1875	Capt. J. M. Marshall with Henry Abbey.....	7,000 bushels of State oats, at 74 cents per bushel.....	1,800
94	Philadelphia, Pa	June 12, 1875	Lieut. Col. Rufus Saxton with William J. Crawford.	Wagon transportation, at schedule rates	1,500
95	Benicia arsenal, Cal	June 16, 1875	Capt. J. C. Clifford with J. G. Johnson	210 cords of hard wood, at \$7.94 (coin) per cord; 44,000 pounds of oats, at \$38.40 (coin) per ton; 26,000 pounds of barley, at \$26.40 (coin) per ton; 88,000 pounds of hay, at \$12.40 (coin) per ton; 26,000 pounds of straw, at \$9.40 (coin) per ton.	2,000
96	Camp Gaston, Cal	June 1, 1875	Lieut. Col. A. R. Eddy with A. Brizard.....	Wagon transportation, at schedule rates	1,000
97	Fort McHenry, Md	June 23, 1875	Capt. H. W. Jones with Jacob H. Small.....	Repairing 2 buildings, \$9,499	5,000
98	Coffax, La	May 17, 1875	Maj. J. A. Potter with S. B. Shackelford	Hard wood, as required, at \$4 per cord	500
99	Fort Barrancas, Fla	May 31, 1875	Maj. J. A. Potter with Samuel Levy	Hard wood, as required, at \$5.39 per cord	1,000
100	Shreveport, La	May 31, 1875	Maj. J. A. Potter with William Robb	Hard wood, as required, at \$4.45 per cord	1,000
101	Jackson, Miss	May 18, 1875	Maj. J. A. Potter with George C. Ramsay	Hard wood, as required, at \$4 per cord	500
102	Little Rock, Ark	May 21, 1875	Maj. J. A. Potter with North & Walker	Hard wood, as required, at \$5 per cord	500
103	Vicksburgh, Miss	May 20, 1875	Maj. J. A. Potter with T. B. Hillen	do	500
104	Baton Rouge, La	May 31, 1875	Maj. J. A. Potter with B. Turner	Hard wood, as required, at \$4 per cord	500
105	Canby, (post of,) La	May 24, 1875	Maj. J. A. Potter with John D. Macklin	Hard wood, as required, at \$3 per cord	500
106	New Orleans City and Jackson Barracks, La.	May 18, 1875	Maj. J. A. Potter with S. C. Walker	Hard wood, as required, at \$5.40 per cord; coal, as required, at \$5.50 per ton.	1,000
107	Jackson, Miss	May 27, 1875	Maj. J. A. Potter with Louis Weidenman.....	Corn, as required, at \$2.05 per 100 pounds; oats, as required, at \$2.66 per 100 pounds; hay, as required, at \$1.65 per 100 pounds; straw, as required, at \$1.65 per 100 pounds.	1,500
108	Shreveport, (post of,) La ..	May 27, 1875	Maj. J. A. Potter with William Gariz.....	Corn, (shelled,) as required, at \$2.15 per 100 pounds; oats, as required, at \$2.50 per 100 pounds; hay, (timothy,) as required, at \$1.75 per 100 pounds; straw, (wheat,) as required, at \$1.25 per 100 pounds.	1,000
109	Baton Rouge, La	May 26, 1875	Maj. J. A. Potter with S. C. Walker	Corn, (shelled,) as required, at \$1.86 per 100 pounds; hay, (timothy,) as required, at \$1.50 per 100 pounds; wheat-straw, as required, at \$1.25 per 100 pounds.	1,000
110	Vicksburgh, Miss	May 27, 1875	Maj. J. A. Potter with O. J. Durand	Corn, (shelled,) as required, at \$1.88 per 100 pounds; oats, as required, at \$2.47 per 100 pounds; hay, as required, at \$1.50 per 100 pounds; straw, (wheat,) as required, at \$1.25 per 100 pounds.	1,000
111	Jackson Barracks, (New Orleans,) La.	May 15, 1875	Maj. J. A. Potter with D. F. Rose	Coal, (bituminous,) as required, at \$6 per ton	1,000
112	Saint Martinsville, La	June 10, 1875	Maj. B. C. Card with John Isaacson	Hard wood, as required, at \$4 per cord	1,000
113	Little Rock, Ark	June 2, 1875	Maj. B. C. Card with John Shephard.....	Corn, (shelled,) as required, at \$1.85 per 100 pounds; oats, as required, at \$2.60 per 100 pounds; hay, (timothy,) as required, at \$1.50 per 100 pounds; straw, (wheat,) as required, at \$1.35 per 100 pounds.	1,500
114	Fort Seward, Dak	May 10, 1875	Maj. B. C. Card with M. A. Wollan	28,000 pounds of corn, at \$1.25 per bushel	200
115	Fort Wadsworth, Dak	May 10, 1875	Maj. B. C. Card with James Blair	145 cords of hard wood, at \$13.86 per cord	600
116	Fort Seward, Dak	May 10, 1875	Maj. B. C. Card with Arthur W. Kelley	72,000 pounds of oats, at 82 cents per bushel	600
117	Fort Wadsworth, Dak	May 10, 1875	do	200,000 pounds of oats, at 79 cents per bushel	2,000
118	do	May 10, 1875	do	115 tons of hay, at \$2.87 per ton	100
119	Fort Seward, Dak	May 6, 1875	do	42 tons of hay, at \$4.45 per ton	600

CONTRACTS OF THE WAR DEPARTMENT.

Abstract of contracts made by the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.
120	Fort Seward, Dak.	Maj. B. C. Card with Peter Siems.	340 cords of soft wood, at \$4.65 per cord.	\$900
121	Lower Brulé Agency, D k	Maj. B. C. Card with Moses K. Armstrong.	722 cords of soft wood, at \$4.73 per cord.	1,000
122	Fort Totten, Dak	Maj. B. C. Card with Edward Upham.	1,800 cords of hard wood, at \$3.55 per cord.	2,100
123	Fort Sully, Dak	Maj. B. C. Card with Moses K. Armstrong.	1,200 cords of soft wood, at \$4.43 per cord.	1,800
124	Cheyenne Agency, Dak	do	854 cords of soft wood, at \$4.73 per cord.	1,400
125	Fort Totten, Dak	Maj. B. C. Card with John Shephard.	1,000 tons of hay, at \$4.38 per ton.	1,500
126	Fort Sully, Dak	Maj. B. C. Card with Daniel O. Lawrence.	111 tons of hay, at \$8.35 per ton.	300
127	Fort Abraham Lincoln, Dak	Maj. B. C. Card with Samuel Gordon.	2,100 tons of hay, at \$9.90 per ton.	7,000
128	Near Fort Laramie, Wyo.	Maj. Alex. J. Perry with Z. & James A. King.	Construction of bridge over North Platte River, \$10,650.	3,000
129	Jeffersonville depot, Ind.	Lieut. Col. James A. Ekin with J. W. Merrill & Co.	Riding-saddles and wagon-material, at schedule rates.	500
130	do	Lieut. Col. James A. Ekin with R. Leavitt.	Ambulance and wagon-material, at schedule rates.	300
131	do	Lieut. Col. James A. Ekin with Clement Studebaker, president Studebaker Brother Manufacturing Company.	Wagon-materials, at schedule rates.	100
132	do	Lieut. Col. James A. Ekin with Thomas Morrison, president Saint Louis Tent Manufacturing Company.	1,000 wagon-covers, at \$5.45 each.	1,000
133	do	Lieut. Col. James A. Ekin with Mantle & Cowan.	1,500 hame-strings, at 6½ cents each; 3,500 hame-strings, at 7 cents each.	200
134	do	Lieut. Col. James A. Ekin with Alexander Patterson, president Pittsburgh Wagon Works.	400 coupling-poles, at 74 cents each; 500 bounds, (hind,) at 46 cents each; 1,750 felloes, (hind,) at 14½ cents each; 1,500 felloes, (front,) at 12½ cents each; 1,000 lynch-pins, at 8 cents each.	700
135	do	Lieut. Col. James A. Ekin with Jacob Foos & Bro.	250 lock-chains, at 75 cents each; 250 ridge-pole staples, (large,) at 1½ cents each; 500 ridge-pole staples, (small,) at 1½ cents each; 3,000 wagon-bow staples, (large,) at 2 cents each; 3,000 wagon-bow staples, (small,) at 1½ cents each; 500 feed-box staples, at 2½ cents each.	200
136	do	Lieut. Col. James A. Ekin with Henry Schulte.	Wagon and ambulance materials, at schedule rates.	5,000
137	do	Lieut. Col. James A. Ekin with Jewett & Adams.	100 paulins, at \$13.50 each.	1,000
138	do	Lieut. Col. James A. Ekin with Robert Nixon & Co.	150 feed-boxes, at \$1.90 each; 700 open rings, at 6 cents each; 100 hooks for feed-boxes, at 3½ cents each.	300
139	do	Lieut. Col. James A. Ekin with J. E. Pluma-dore.	2,000 open links, at 1½ cents each.	30
140	do	Lieut. Col. James A. Ekin with J. F. Stone & Co.	300 pounds hackled mass, at 11 cents per pound.	.....
141	Camp Halleck, Nev	Lieut. Col. A. R. Eddy with S. Reinhart.	400,000 pounds barley, sacked, at \$27.25 (coin) per 1,000 pounds.	2,000
142	Camp McDermitt, Nev	do	400,000 pounds barley, sacked, at \$35.25 (coin) per 1,000 pounds.	3,000
143	Camp Bidwell, Cal	Lieut. Col. A. R. Eddy with Irvin Ayres.	Wagon transportation, route No. 1, at schedule rates, (coin).	2,000
144	do	do	300,000 pounds barley, sacked, at \$22 (coin) per 1,000 pounds; 125,000 pounds oats, sacked, at \$23.50 (coin) per 1,000 pounds; 650,000 pounds hay, stacked, at \$6.75 (coin) per 1,000 pounds; 175,000 pounds straw, at \$6.75 (coin) per 1,000 pounds; 725 cords wood, at \$6.50 (coin) per cord.	5,000
145	Fort Rice, Dak	Maj. Benjamin C. Card with Samuel G. Bridges.	802,000 pounds oats, at \$2.68 per 100 pounds.	5,000
146	Fort Totten, Dak	do	400,000 pounds corn, at \$2.95 per 100 pounds.	4,000

CONTRACTS OF THE WAR DEPARTMENT.

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147	Fort Stevenson, Dak.....	June 22, 1875	Maj. Benjamin C. Card with Barney Elliott.....	139 tons hay, at \$6.39 per ton.....	250
148	Fort Abercrombie, Dak.....	June 22, 1875	Maj. Benjamin C. Card with P. W. Lewis.....	900,000 pounds oats, at 64 cents per bushel.....	6,000
149	Lower Brulé Agency, Dak.....	May 19, 1875	Maj. Benjamin C. Card with Samuel G. Bridges.....	45,800 pounds oats, at \$2.38 per 100 pounds.....	350
150	Fort Stevenson, Dak.....	May 20, 1875	Maj. Benjamin C. Card with Donald Stevenson.....	108 cords soft wood, at \$8 per cord.....	300
151	do.....	July 7, 1875	Maj. Benjamin C. Card with W. Ward Bill.....	600 tons coal, at \$3.09 per ton.....	600
152	Cheyenne agency, Dak.....	June 7, 1875	Maj. Benjamin C. Card with Charles Buckingham.....	63 tons hay, at \$11.09 per ton.....	250
153	Standing Rock agency, Dak.....	June 14, 1875	Maj. Benjamin C. Card with Daniel J. Stafford.....	90 tons hay, at \$6.98 per ton.....	300
154	do.....	June 22, 1875	Maj. Benjamin C. Card with William Redpath.....	980 cords soft wood, at \$1.95 per cord.....	350
155	Ft Abraham Lincoln, Dak.....	June 22, 1875	Maj. Benjamin C. Card with John A. Seegar.....	800,000 pounds oats, at 83 cents per bushel.....	7,000
156	Fort Snelling, Minn.....	May 12, 1875	Maj. Benjamin C. Card with John Isaackson.....	84,000 pounds corn, at 80 cents per bushel.....	400
157	Fort Totten, Dak.....	May 12, 1875	Maj. Benjamin C. Card with Samuel G. Bridges.....	600,000 pounds oats, at \$2.80 per 100 pounds.....	6,000
158	Fort Randall, Dak.....	May 19, 1875	do.....	600,000 pounds oats, at \$2.28 per 100 pounds.....	1,500
159	Fort Snelling, Minn.....	May 12, 1875	Maj. Benjamin C. Card with Samuel G. Bridges.....	189,000 pounds oats, at \$1.93 per 100 pounds.....	5,000
160	New Orleans, La.....	June 24, 1875	do.....	84,000 pounds oats, at \$2.18 per 100 pounds; wheat-straw, as required, at \$1.24 per 100 pounds.....	5,000
161	Fort Barancas, Fla.....	June 24, 1875	Maj. J. A. Potter with H. N. Sorid.....	Oats, as required, at \$2.12 per 100 pounds; oats, as required, at \$2.46 per 100 pounds; timothy hay, as required, at \$1.52 per 100 pounds; wheat-straw, as required, at \$1.37 per 100 pounds.....	2,500
162	Key West, Fla.....	June 24, 1875	do.....	Corn, shelled, as required, at \$2.12 per 100 pounds; oats, as required, at \$2.46 per 100 pounds.....	1,500
163	Pikesville arsenal, Md.....	July 17, 1875	Capt. M. J. Grealish with B. H. Classen.....	Corn, shelled, as required, at \$2.12 per 100 pounds; oats, as required, at \$2.46 per 100 pounds.....	100
164	do.....	July 12, 1875	Capt. M. J. Grealish with W. H. Paine.....	at \$2.94 per 100 pounds.....	100
165	Kennebec arsenal, Me.....	July 27, 1875	Maj. J. M. Whittemore with Benjamin Tasker.....	114½ bushels oats, at 73 cents per bushel; 4,392 pounds timothy hay, at \$1.20 per 100 pounds; 1,200 pounds rye-straw, at 85 cents per 100 pounds.....	500
166	do.....	July 27, 1875	Maj. J. M. Whittemore with Parrott & Chase.....	35½ cords hard wood, at \$5 per cord.....	10,000
167	Route No. 2, Department of Arizona.....	May 13, 1875	Maj. John G. Chandler with Charles W. Beach.....	59½ cords of hard wood, at \$6.90 per cord.....	15,000
168	Route No. 1, Department of Arizona.....	May 13, 1875	Maj. John G. Chandler with Mariano G. Samaniego.....	50,000 pounds of anthracite coal, at \$8 per ton; 3,660 pounds of oats, at 75 cents per bushel; 8,420 pounds of timothy hay, at 90 cents per 100 pounds.....	7,000
169	New York Harbor, N. Y.....	June 30, 1875	Maj. C. G. Sawtelle with New York Safety Steam-Power Company.....	Construction of steam-launch, at \$15,200.....	2,000
170	Fort Columbus, New York Harbor.....	July 16, 1875	Maj. C. G. Sawtelle with John C. Wyman.....	1,003 bushels of oats, at 75½ cents per bushel; 20 tons of timothy hay, at \$23 per ton; 50 tons of straw, rye, at \$22 per ton, oat, at \$17 per ton.....	3,000
171	Willett's Point, New York Harbor.....	July 16, 1875	do.....	180 bushels of corn, at 96 cents per bushel; 1,975 bushels of oats, at 75 3-10 cents per bushel; 44 tons of hay, at \$23.50 per ton; 31 tons of straw, rye at \$22.48 per ton, oat at \$17.50 per ton.....	1,800
172	Fort Columbus, New York Harbor.....	July 9, 1875	Maj. C. G. Sawtelle with Samuel G. French.....	1,286 tons of coal, at \$6.49 per ton; 100 cords of wood, at \$6.79 per cord.....	5,000
173	Willett's Point, New York Harbor.....	June 14, 1875	Maj. C. G. Sawtelle with James D. Leary.....	330 tons of stove-coal, at \$7.05 per ton; 393 tons of egg-coal, at \$6.55 per ton.....	3,000
174	Fort Hamilton, New York Harbor.....	June 21, 1875	Maj. C. G. Sawtelle with John McGlynn.....	Constructing four frame buildings, at \$15,816.....	1,500
175	Philadelphia depot, Pa.....	June 21, 1875	Lieut. Col. Rufus Saxton with J. H. Wilson.....	5,800 yards of black Italian cloth, at \$1.09 per yard.....	
	do.....	June 21, 1875	Lieut. Col. Rufus Saxton with Horstman Bros. & Co.....	3,125 dress-caps, at \$1.96½ each; 130 pompons, at 29 cents each.....	

CONTRACTS OF THE WAR DEPARTMENT.

No.	Place and date.	Parties.	Nature of contract.	Bond.
176	Philadelphia depot, Pa . . .	Lieut. Col. Rufus Saxton with Horstman Bros. & Co.	160 signal-service helmets, at \$5.29 each; 4,000 cavalry-helmet hair-plumes, at 76 cents each; 200 signal-service-helmet hair-plumes, at 76 cents each; 3,500 helmet top-pieces and plume-sockets, at 57½ cents each; 4,000 cavalry-helmet cords and bands, at 75 cents each; 6,500 helmet scrolls and rings, at 1½ cents each.	\$15,000
177	do	do	6,300 side buttons for cavalry-helmets, at 14 cents each; 1,000 great gross fly-buttons, at \$1.30 per great gross; 450 gross fly-eyes, at 15 cents per gross; 150 gross of hooks, at 27 cents per gross.	(*)
178	do	do	22,000 brass bugles, at \$13.20 per 1,000; 10,000 cross-cannon, at \$13.20 per 1,000; 300 crescents for coats, at \$2.50 per 100; 86,600 brass letters, (½-inch,) at \$4.31 per 1,000; 181,000 brass numbers, at \$4.31 per 1,000; 7,000 shells and flames, at \$13.20 per 1,000.	(*)
179	do	do	8,900 yards of worsted braid, at \$1.87½ per gross yard; 58,000 yards of worsted cord, at \$1.20 per gross yard; 2,417 yards of facing-cloth, at \$3.16 per yard.	.....
180	do	Lt. Col. Rufus Saxton with Lewis Wharton & Co	50,000 yards of colored cotton jeans, at 10½ cents per yard.....	2,500
181	do	Lieut. Col. Rufus Saxton with Richard T. White & Son.	40,000 sheets of black cotton-wadding, at 20 cents per pound	1,000
182	do	Lieut. Col. Rufus Saxton with C. W. Walton & Co.	30,000 forage-caps, at 77 cents each	11,000
183	do	Lieut. Col. Rufus Saxton with Charles Lawrence.	700 wall-tents, at \$16.34 each	5,000
184	do	Lieut. Col. Rufus Saxton with John Boyle	2,000 common tents, at \$7.75 each.....	7,000
185	do	Lieut. Col. Rufus Saxton with Aub, Hackenberg & Co.	100 pounds of black chevron silk, No. 8, at 96 cents per ounce; 100 pounds black sewing-silk, No. 1, at 96 cents per ounce; 100 pounds of black sewing-silk, No. 3, at 90 cents per ounce; 350 dozen of spools sewing-silk, at \$1.25 per dozen; 200 pounds of black silk-twist, at \$1.12½ per ounce.	3,000
186	do	Lieut. Col. Rufus Saxton with George H. Roberts.	15,000 yards of canvas-padding, at 20½ cents per yard; 2,000 dozen spools of cotton-basting thread, at 35 cents per dozen; 1,500 pounds black linen-thread, at \$1.25 per pound; 500 pounds linen spool-thread, No. 70, at \$2.20 per pound; 350 pounds of linen spool-thread, No. 35, at \$1.25 per pound.	2,500
187	do	Lieut. Col. Rufus Saxton with A. T. Stewart..	15,000 yards black silisia, at 15¾ cents per yard.....	1,000
188	do	Lieut. Col. Rufus Saxton with Walton, Willis, & Co.	25,000 forage cap-covers, at 14 cents each	2,000
189	do	Lieut. Col. Rufus Saxton with Wilson & Bradbury.	15,000 Army woolen blankets, at \$4.50 each	35,000
190	do	Lieut. Col. Rufus Saxton with John Mundell & Co.	25,000 pairs of machine brass-screwed Army boots, at \$3.28 per pair; 50,000 pairs of machine brass-screwed Army shoes, at \$2.17 per pair.	75,000
191	do	Lieut. Col. Rufus Saxton with W. L. Strong & Co.	10,000 Army woolen blankets, at \$3.80 each	20,000
192	do	Lieut. Col. Rufus Saxton with Yost, Bigelow & Co.	4,000 ax-helves, at \$1.85 per dozen	500

* Bond included in above.

CONTRACTS OF THE WAR DEPARTMENT.

193	do	June 30, 1875	Lient. Col. Rufus Saxton with Colladay, Irout & Co.	75,000 pairs woolen stockings, at 34 cents per pair	12,000
194	do	June 21, 1875	Lient. Col. Rufus Saxton with Composite Iron-Works Company.	2,000 iron bunks, Army standard, at \$4.50 each	5,000
195	do	July 27, 1875	Col. Stewart Van Vliet with Colladay, Irout & Co.	25,000 pairs Army woolen mittens, at 25 cents per pair	4,000
196	do	Aug. 3, 1875	Col. Stewart Van Vliet with Eckstein & Co.	700 dozen scrubbing-brushes, at \$2.44 per dozen	1,000
197	Route No. 3, Department of Missouri.	July 6, 1875	Col. Stewart Van Vliet with Theodore Thompson	Wagon-transportation, at schedule-rates.	15,000
198	Washington, D. C.	Aug. 25, 1875	Maj. William Myers with John H. Clark	Lease of building No. 1704 G street, Washington, D. C., at \$233.33½ per month.	.....
199	do	Aug. 25, 1875	do	Lease of building No. 616 and 618 Seventeenth street, Washington, D. C., at \$83.33½ per month.	.....
200	Jackson, Miss.	May 13, 1875	Maj. J. A. Potter with P. L. S. Verden	Lease of lot 59 and company post of Jackson, Miss., at \$50 per month	.....
201	do	June 1, 1875	Maj. J. A. Potter with Eudora Schaughnessy	Lease of lots 1 and 2 and company post of Jackson, Miss., at \$25 per month.	.....
202	do	May 12, 1875	Maj. J. A. Potter with C. W. Loomis & H. Musgrove.	Lease of land, 15 acres, and company post, Jackson, Miss., at \$75 per month.	.....
203	do	May 13, 1875	Maj. J. A. Potter with Nancy Hunt	Lease of land, 6 acres, and company post of Jackson, Miss., at \$83.33½ per month.	.....
204	Philadelphia depot, Pa.	June 21, 1875	Lient. Col. Rufus Saxton with Walton Brothers	1,000 gross of coat-buttons, at \$1.10 per gross; 300 crescents for caps, at \$1.95 per 100.	1,000
205	do	June 21, 1875	Lient. Col. Rufus Saxton with Bent & Bush	100,000 pairs white Berlin gloves, at 15½ cents per pair; 3,500 helmet-eagles, at 18 cents each; 3,000 pompons, infantry, 23 cents each; 500 pompons, artillery, at 23 cents each; 14,000 cross-sabers, at 15 cents each.	8,000
206	Fort Marey, N. Mex.	June 21, 1875	Capt. Charles P. Eagan with John Dalton	46,000 feet of pine lumber, at \$9.70 per 1,000 feet	100
207	Pecos River, N. Mex.	June 21, 1875	do	67,000 feet of pine lumber, at \$9.70 per 1,000 feet	300
208	Fort Marey, N. Mex.	June 18, 1875	Capt. Charles P. Eagan with John Mullalley	Mason-work on hospital-building, 1,800	600
209	Near Fort Marey, N. Mex.	June 21, 1875	Capt. Charles P. Eagan with Ysidro & Torres	600 bushels of lime, at 35 cents per bushel	100
210	Fort Marey, N. Mex.	June 18, 1875	Capt. Charles P. Eagan with Etienne Lacassagne	Painting and plastering hospital-building, \$1.130	400
211	do	June 18, 1875	Capt. Charles P. Eagan with Schultz & Blair	Carpenter-work on hospital-building, \$1.875	700
212	Fort Clark, Texas	June 23, 1875	Capt. Chas. P. Eagan with A. Staab	Wagon transportation to Texas, at schedule-rates	4,000
213	Newport Barracks, Ky.	July 1, 1875	Lient. Col. James A. Ekin with John A. Williamson.	Coal, Pittsburgh, as required, 12½ cents per bushel	1,000
214	Jeffersonville depot, Ind.	July 1, 1875	Lient. Col. James A. Ekin with Wilstach, Baldwin & Co.	Stationery, per list, at schedule-rates	3,000
215	do	July 1, 1875	Lient. Col. James A. Ekin with Lougry & Frew	200 pairs of wooden stirrups, at 12½ cents per pair	.....
216	do	July 1, 1875	Lient. Col. James A. Ekin with B. B. Connor & Co.	Oats, (sacked,) as required, at 70 cents per bushel; hay, (timothy,) as required, at \$23 per ton; straw, (oats,) as required, at \$15 per ton.	1,000
217	Jeffersonville, Ind.	Aug. 1, 1875	Lient. Col. James A. Ekin with Louisa M. Rodgers.	Lease of lots Nos. 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, in block 102, Jeffersonville, at \$12.50 per month.	.....
218	Camp McDermitt, Nev.	June 10, 1875	Lient. Col. A. R. Eddy with H. H. McColley	600,000 pounds of hay, (baled,) at \$8 (coin) per 1,000 pounds; 160,000 pounds of straw, (baled,) at \$6 (coin) per 1,000 pounds.	2,000
219	Camp Gaston, Cal.	June 10, 1875	Lient. Col. A. R. Eddy with A. Brizard	200,000 pounds of hay, (baled,) at \$23 (coin) per 1,000 pounds.	1,500
220	Presidio of San Francisco, Cal.	June 11, 1875	Lient. Col. A. R. Eddy with E. C. Boobar & Co.	Construction of wharf at Presidio of San Francisco, at \$9,745.60, (coin)	3,500
221	Route No. 2, Department of California.	June 1, 1875	Lient. Col. A. R. Eddy with John and George W. Stanley.	Wagon-transportation, at schedule-rates, (coin)	1,000

Abstract of contracts made by the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.
222	Benicia Barracks, Cal	Lieut. Col. A. R. Eddy with J. G. Johnson	200 cords of wood, (corded,) at \$8.48 (coin) per cord; 200,000 pounds of oats, (sacked,) at \$19.90 (coin) per 1,000 pounds; 550,000 pounds of barley, (sacked,) at \$34.90 (coin) per ton; 12,000 pounds of bran, (sacked,) at \$11.40 (coin) per 1,000 pounds; 986,000 pounds of hay, (baled,) at \$8.70 (coin) per 1,000 pounds; 230,000 pounds of straw, (baled,) at \$7.40 (coin) per 1,000 pounds.	\$7,500
223	San Francisco, Cal	Lieut. Col. A. R. Eddy with Mission and Pacific Woolen Mills.	5,552 woolen blankets, (Army,) at \$4.65 (coin) each	9,000
224	Camp Halleck, Nev	Lieut. Col. A. R. Eddy with J. J. Campbell	700 cords of wood, at \$8.37 (coin) per cord; 600,000 pounds of hay, (stacked,) at \$11 (coin) per ton; 160,000 pounds of straw, (stacked,) at \$11 (coin) per ton.	3,000
225	Fort Hall, Idaho	Lieut. Col. A. R. Eddy with William McCrea	700 cords of wood, at \$7.50 (coin) per cord; 40,000 pounds of barley, (sacked,) at \$2.75 (coin) per 100 pounds; 50,000 pounds of oats, (sacked,) at \$2.75 (coin) per 100 pounds; 125,000 pounds of hay, (baled,) at \$7.50 (coin) per ton; 37,000 pounds of straw, (baled,) at \$7.50 (coin) per ton.	2,000
226	Fort Warren, Mass	Capt. J. G. C. Lee with Edward B. James	Coal, as required, at \$7.28 per ton; wood, as required, at \$8.87 per cord.	5,000 1,000
227	Fort Independence, Mass	do	Coal, as required, at \$7.33 per ton; wood, as required, at \$10.97 per cord.	
227	Fort Preble, Me	do	Coal, as required, at \$6.53 per ton; wood, as required, at \$7.99 per cord.	3,000
227	Boston, Mass	Capt J. G. C. Lee with John Bell	Hay, (timothy,) as required, at \$27 per ton; straw, as required, at \$28 per ton.	
228	Boston, Mass	Capt. J. G. C. Lee with Charles E. Rice	Oats, as required, at 80 cents per bushel; coal, as required, at \$9 per ton; hard wood, as required, at \$11 per cord; kindling-wood, as required, at \$18 per cord; hay, (timothy,) as required, at \$30 per ton; straw, as required, at \$30 per ton.	4,000
229	Fort Warren, Mass	Capt. J. G. C. Lee with James M. Barney	Wagon transportation, at 2 cents per pound per 100 miles	
230	Southern posts in Arizona	Lieut. Col. A. R. Eddy with J. G. Johnson	150,000 pounds of straw, (baled,) at \$6.20 (coin) per 1,000 pounds	4,000
230	San Francisco, Cal	do	24,000 pounds of straw, (baled,) at \$6.95 (coin) per 1,000 pounds	
230	Point San José, Cal	do	415,005 pounds of oats, (sacked,) at \$20.95 (coin) per 1,000 pounds; 158,496 pounds of straw, (baled,) at \$6.95 (coin) per 1,000 pounds.	4,000
231	Presidio of San Francisco, Cal	do	90,885 pounds of oats, (sacked,) at \$21.20 (coin) per 1,000 pounds; 127,750 pounds of oat-hay, (baled,) at \$11.95 (coin) per 1,000 pounds; 73,200 pounds of straw, (baled,) at \$6.95 (coin) per 1,000 pounds.	
232	Alcatraz Island, Cal	do	34,896 pounds of straw, (baled,) at \$18 (coin) per 1,000 pounds; 430,000 pounds of oats, (sacked,) at \$18 (coin) per 1,000 pounds; 17,520 pounds of oat-hay, (baled,) at \$9 (coin) per 1,000 pounds.	3,200
232	San Francisco, Cal	Lieut. Col. A. R. Eddy with Nicholas Richard	pounds of oat-hay, (baled,) at \$9 (coin) per 1,000 pounds.	
233	Alcatraz Island, Cal	do	17,520 pounds of oats, (sacked,) at \$18 (coin) per 1,000 pounds; 20,440 pounds of oat-hay, (baled,) at \$9 (coin) per 1,000 pounds.	1,500
233	Presidio of San Francisco, Cal	Lieut. Col. A. R. Eddy with Bennett & Page	516,110 pounds of oat-hay, (baled,) at \$11.25 (coin) per 1,000 pounds	
234	San Francisco, Cal	Lieut. Col. A. R. Eddy with Nicholas Bruns	3,750,000 pounds of coal, (Seattle brown,) at \$5.89 (coin) per 1,000 pounds; 24 cords of hard wood, at \$8.29 (coin) per cord; 867,016 pounds of coal, (Seattle brown,) at \$5.89 (coin) per 1,000 pounds; 48,600 pounds of oats, (sacked,) at \$21.95 (coin) per 1,000 pounds; 65,520 pounds of oat-hay, (baled,) at \$11.95 (coin) per 1,000 pounds.	

	Presidio, San Francisco, Cal.	June 10, 1875	do	400 cords of hard wood, at \$8.29 (coin) per cord; 3,447,400 pounds of coal, (Seattle brown,) at \$5.89 (coin) per 1,000 pounds.	23,000
	Angel Island, Cal.	June 10, 1875	do	250 cords of hard wood, at \$8.29 (coin) per cord; 2,181,816 pounds of coal, (Seattle brown,) at \$5.89 (coin) per 1,000 pounds.	
	Alcatraz Island, Cal.	June 10, 1875	do	200 cords of hard wood, at \$8.29 (coin) per cord; 2,204,800 pounds of coal, (Seattle brown,) at \$5.89 (coin) per 1,000 pounds.	
	Steamer General McPherson.	June 10, 1875	do	2,500,000 pounds of coal, (black diamond,) at \$3.79 (coin) per 1,000 pounds.	
235	Camp Bidwell, Cal.	June 1, 1875	First Lieut. W. H. Winters with Clark Avery.	Completing barracks and quarters at Camp Bidwell, Cal., \$7,184.22, (coin)	2,000
236	do	June 1, 1875	do	Constructing post-hospital at Camp Bidwell, Cal., \$6,707.78	2,000
237	Rock Island arsenal, Ill.	July 1, 1875	First Lieut. Edward M. Wright with John R. Warner.	Oats, as required, at 40 cents per bushel; hay, as required, at \$12 per ton; straw, as required, at \$10 per ton.	2,000
238	Camp Apache, Ariz.	June 5, 1875	Maj. John G. Chandler with Louis Huning	800,000 pounds of corn, (sacked,) at 5 7-10 cents per pound	12,000
239	Chicago, Ill.	July 1, 1875	Capt. James Gilliss with Union Building Association.	Lease of office-headquarters Military Division of Missouri, room 36, at \$25 per month.	
240	Fort Whipple, Ariz.	Oct. 23, 1874	Maj. John G. Chandler with William Z. Wilson.	For furnishing skilled carpenter-labor in the erection and completion of public buildings at Fort Whipple, Ariz., \$4,175.	2,000
241	Camp McDowell, Ariz.	June 18, 1875	Maj. John G. Chandler with John Smith	For skilled labor in the construction of cavalry-stables at Camp McDowell, \$900.	
242	Fort Ontario, N. Y.	June 23, 1875	Maj. Henry C. Hodges with James Caldwell	352 pounds of bran, (sacked,) at 2 1/2 cents per pound; 30,744 pounds of hay, (timothy,) at \$19 per ton; 16,992 pounds of straw, (oat,) at \$14 per ton.	100
243	do	June 23, 1875	Maj. Henry C. Hodges with E. M. Fort	340,000 pounds of anthracite coal, (egg,) at \$6.10 per ton; 170,000 pounds of anthracite coal, (stove,) at \$6.55 per ton; 170,000 pounds of anthracite coal, (chestnut,) at \$6.30 per ton.	425
244	do	June 23, 1875	Maj. Henry C. Hodges with J. E. Vincent, jr.	75 cords of hard wood, at \$6.25 per cord	135
245	do	June 23, 1875	Maj. Henry C. Hodges with Henry Gardiner	26,000 pounds of oats, (sacked,) at 2 cents per pound; oats, (loose,) at 1 1/2 cent per pound.	75
246	Fort Niagara, N. Y.	June 23, 1875	Maj. Henry C. Hodges with W. H. and John Doyle.	449,234 pounds of anthracite coal, at \$8.14 per ton; 20,440 pounds of hay, (timothy,) at \$15.49 per ton.	400
247	do	June 23, 1875	Maj. Henry C. Hodges with Henry Gardiner and J. H. Peabody.	100,000 pounds of bituminous coal, at \$7 25 per ton	75
248	do	June 23, 1875	Maj. Henry C. Hodges with H. C. Root and Eugene G. Davis.	17,520 pounds of oats, (sacked,) at 1 1/2 cent per pound	100
249	do	June 23, 1875	Maj. Henry C. Hodges with James Marshall	75 cords of hard wood, at \$5 per cord; 15,600 pounds of straw, (baled,) at \$9 per ton.	100
250	Fort Wayne, Mich.	June 30, 1875	Maj. Henry C. Hodges with J. T. Harrison	300 cords of hard wood, at \$5 per cord; 39,960 pounds of straw, (baled,) at \$10 per ton.	350
251	do	June 30, 1875	Maj. Henry C. Hodges with Hubert and Potite Brassard.	240,000 pounds of bituminous coal, at \$5.50 per ton; 270,000 pounds of anthracite coal, at \$3.45 per ton; 225 pounds of bran, (sacked,) at 1 1-10 cents per pound; 78,840 pounds of timothy hay, (baled,) at \$19.50 per ton; 60,000 pounds of oats, (sacked,) at 1 13-16 cents per pound.	175
252	Fort Mackinac, Mich.	June 28, 1875	Maj. Henry C. Hodges with James Bennett	120,000 pounds of anthracite coal, (chestnut,) at \$12.50 per ton	200
253	do	June 28, 1875	Maj. Henry C. Hodges with Henry Gardiner and J. H. Peabody.	20,000 pounds of oats, (sacked,) at 2 3-16 cents per pound; 28,000 pounds of hay, (baled,) at \$21.75 per ton; 10,000 pounds of straw, (baled,) at \$19 per ton.	200
254	do	June 28, 1875	Maj. Henry C. Hodges with James and John Hoban.	260 cords of hard wood, at \$6.25 per cord	350
255	Detroit, Mich.	June 23, 1875	Maj. Henry C. Hodges with Hubert and Potite Brassard.	Hard wood, as required, at \$6 per cord	100

Abstract of contracts made by the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.	
256	Detroit, Mich.....	June 23, 1875	Maj. Henry C. Hodges with Henry Gardiner ..	Anthracite coal, (chestnut,) as required, at \$9.50 per ton; anthracite coal, (stove,) as required, at \$9.50 per ton; bituminous coal, as required, at \$7.50 per ton; kindling-wood, as required, at \$10 per cord; oats, as required, at 14 cents per pound; bran, as required, at 2 cents per pound; hay, as required, at \$19 per ton; straw, as required, at \$12 per ton.	\$100
257	Huntsville, Ala	July 1, 1875	Lieut. Col. James A. Ekin with E. C. Gordon & Co.	Coal, as required, at \$5.90 per ton	500
258	Saint Augustine, Fla., (United States barr'ks.)	July 1, 1875	Lieut. Col. James A. Ekin with James P. Sanchez.	Hard wood, as required, at \$4.75 per cord	500
259	Chattanooga, Tenn.....	July 1, 1875	Lieut. Col. James A. Ekin with L. P. Thatcher.	Corn, (shelled and sacked,) as required, at 90 cents per bushel; straw, (baled,) as required, at \$19 per ton.	500
260	Charleston, S. C.....	July 1, 1875	Lieut. Col. James A. Ekin with E. P. Whiting	Hard wood, as required, at \$6 per cord	1,000
261	do	July 1, 1875	Lieut. Col. James A. Ekin with William Johnson	Coal, (anthracite,) as required, at \$8.20 per ton	300
262	Lancaster, Ky	July 1, 1875	Lieut. Col. James A. Ekin with Miller & White	Hard wood, as required, at \$5 per cord; coal, (Kentucky,) as required, at \$6 per ton; corn, as required, at 75 cents per bushel; oats, (in sacks,) as required, at 67 cents per bushel; hay, (timothy,) as required, at \$20 per ton; straw, as required, at \$12 per ton.	600
263	Humboldt, Tenn	July 1, 1875	Lieut. Col. James A. Ekin with Gabriel Gillespie	Hard wood, as required, at \$2.45 per cord	300
264	Raleigh, N. C	July 1, 1875	Lieut. Col. James A. Ekin with Job Osborn...	Hay, (timothy,) as required, at \$33.80 per ton; straw, (baled,) as required, at \$29.80 per ton.	300
265	do	July 1, 1875	Lieut. Col. James A. Ekin with Adolph Maas..	Hard wood, as required, at \$4.90 per cord	750
266	Huntsville, Ala	July 1, 1875	Lieut. Col. James A. Ekin with C. J. Mastin...	Hard wood, as required, at \$4.60 per cord	400
267	do	July 1, 1875	Lieut. Col. James A. Ekin with J. D. Vandeventer	Straw, (loose or baled,) as required: loose, \$23 per ton, baled, \$25 per ton	200
268	Humboldt, Tenn	July 1, 1875	Lieut. Col. James A. Ekin with J. M. Mitchell..	Straw, (baled,) as required, \$20 per ton	200
269	Mobile, Ala	July 1, 1875	Lieut. Col. James A. Ekin with A. C. Danner..	Hard wood, (oak or ash,) as required: oak, \$6 per cord, ash, \$5 per cord	300
270	Charleston, S. C.....	July 1, 1875	Lieut. Col. James A. Ekin with John M. Kinlock	Dray-transportation at Charleston, S. C., at schedule rates	1,000
271	Camp Bidwell, Cal	June 8, 1875	Lieut. Col. A. R. Eddy with Irvin Ayres.....	70 horses at Camp Bidwell, at \$125 each	} 7,000
	Presidio of San Francisco, Cal.	June 8, 1875	do	30 horses at Presidio, California, at \$125 each	
272	Camp Halleck, Nev.....	July 26, 1875	Lieut. Col. A. R. Eddy with M. O. Connell.....	500 bushels of charcoal, at 46 cents (coin) per bushel.....	50,000
273	San Francisco depot, Cal.	Aug. 31, 1875	Col. Stewart Van Vliet with Mission Pacific Woolen Mills.	50,000 yards of sky-blue kersey, at \$2.09½ per yard.....	50,000
274	Morganton, N. C.....	July 14, 1875	Lieut. Col. James A. Ekin with James W. Wilson	Lease of Wilson building, at \$33.33½ per month .....	.....
275	do	July 14, 1875	Lieut. Col. James A. Ekin with Duncan C. Pearson.	Lease of Pearson building, for offices, hospital, store rooms, and laundry quarters, at \$33.33½ per month.	.....
276	Frankfort, Ky	July 1, 1875	Lieut. Col. James A. Ekin with A. G. Brawner.	Lease of premises for United States barracks, at \$2.00 per month.....	.....
277	Route No. 3, Department of Texas.	July 20, 1875	Lieut. Col. S. B. Holabird with Charles Best ..	Hauling in the Department of Texas, at schedule rates	30,000
278	Route No. 2, Department of Texas.	July 12, 1875	Lieut. Col. S. B. Holabird with James Callaghan	do.....	30,000
279	Natchez, Miss	Sept. 29, 1875	Lieut. J. O. Shelby with Patrick Fagan and A. H. Wood.	Construction of a brick office at the national cemetery, Miss., \$850	700
280	Detroit, Mich.....	July 1, 1875	Maj. Henry C. Hodges with H. Moffat	Lease of one room in Moffat building, Detroit, Mich., \$20.83 per month .....	.....

281	Washington, D. C.....	Oct. 12, 1875	Maj. William Myers with L. M. Saunders.....	Lease of second floor of building Nos. 1719 and 1721, Pennsylvania avenue, Washington, D. C., at \$40 per month	750
282	Transportation of military mails, between Canyon City and Camp Harney, Oreg.....	June 17, 1875	Maj. R. N. Batchelder with F. G. Kilm.....	Transportation of military mails, once a week, at \$122.50 per month.	
283	Sitka, Alaska.....	May 28, 1875	Maj. R. N. Batchelder with Theodore Hatter.	1,300 cords of soft wood, at \$2.80 per cord	1,200
284	Astoria and Fort Stevens, Oreg., and Fort Canby, Wash.....	June 23, 1875	Maj. R. N. Batchelder with J. H. D. Gray.....	Transportation of military mails, officers, enlisted men and laundresses, twice a week, at \$40 per week; extra trips, at \$30 per week; detention, at \$6 per hour.	500
285	Fort Ellis, Mont.....	June 5, 1875	Maj. Benjamin C. Card with Chestnut & Bogert	250 tons of hard coal, at \$9 per ton	700
286	do.....	June 5, 1875	Maj. Benjamin C. Card with George W. Wakefield.	247 tons of straw, at \$6 per ton	500
287	do.....	June 5, 1875	do.....	1,600,000 pounds of oats, at \$1.29 per 100 pounds	7,000
288	do.....	June 5, 1875	Maj. Benjamin C. Card with Benjamin F. Myers	2,000 cords of soft wood, at \$4.20 per cord	3,000
289	Fort Shaw, Mont.....	June 8, 1875	Maj. Benjamin C. Card with John J. Ellis	490 tons of hay, at \$12.47 per ton	2,000
290	Fort Lapwai, Idaho.....	May 15, 1875	Maj. R. N. Batchelder with J. E. Putnam	300,000 pounds of oats, at \$2.20 per 100 pounds; 150,000 pounds of barley, at \$2.20 per 100 pounds.	4,000
291	do.....	May 24, 1875	Maj. R. N. Batchelder with Sam Phinney	250,000 pounds of timothy hay, at \$30 per ton	2,000
292	do.....	May 24, 1875	Maj. R. N. Batchelder with C. P. Coburg	1,000 cords of fir-wood, at \$9.75 per cord	4,000
293	do.....	May 8, 1875	Maj. R. N. Batchelder with J. Loewenberg	250,000 pounds of prairie-hay, at \$12.98 per ton; 100,000 pounds of straw, at \$8.48 per ton.	1,000
294	Camp Harney, Oreg.....	May 12, 1875	Maj. R. N. Batchelder with Frank H. Levi	900 cords of juniper-wood, at \$7 per cord	3,000
295	do.....	May 12, 1875	Maj. R. N. Batchelder with S. H. Venator	2,000 bushels of juniper-charcoal, at 33½ cents per bushel	200
296	do.....	May 12, 1875	Maj. R. N. Batchelder with S. F. Allen	900,000 pounds of wild hay, at \$7.70 per ton; 260,000 pounds of straw, at \$7.70 per ton.	2,000
297	Fort Colville, Wash.....	June 1, 1875	Maj. R. N. Batchelder with Fenwick & Morgan.	500 cords of pine wood, at \$2.65 per cord	500
298	do.....	June 1, 1875	Maj. R. N. Batchelder with J. Oppenheimer	300,000 pounds of oats, 100,000 pounds, at 1½ cents per pound, 200,000 pounds, at 1½ cents per pound; 150,000 pounds of timothy hay, at \$13 per ton; 150,000 pounds of red-top hay, at \$11.50 per ton; 50,000 pounds of wild hay, at \$9.75 per ton; 80,000 pounds of straw, at \$7.42 per ton.	3,000
299	West Point, N. Y.....	Sept. 15, 1875	Lieut. C. P. Miller with J. D. Kurtzerook	700 tons of Pittsburgh stove-coal, at \$6.29 per ton; 1,000 tons of Lackawanna egg-coal, at \$5.99 per ton; 150 tons of Lackawanna stove-coal, at \$6.43 per ton; 1,000 tons of Lackawanna chestnut-coal, at \$5.38 per ton.	4,000
300	do.....	Sept. 20, 1875	Lieut. C. P. Miller with J. B. Wendall	380 tons of timothy hay, at \$20.90 per ton; 105 tons of rye-straw, at \$18 per ton.	2,500
301	do.....	Sept. 15, 1875	Lieut. C. P. Miller with Charles B. Bishop	18,500 bushels of State oats, at 57 cents per bushel; 20 tons of middlings, at \$36 per ton; 10 tons of shorts, at \$28 per ton.	3,000
302	Fort Clark, Texas.....	July 1, 1875	Lieut. Col. S. B. Holabird with Mary A. Mave- rick.	Lease of league of land on which Fort Clark, Texas, is situated, survey number 234, at \$50 per month.	
303	San Antonio, Texas.....	Aug. 16, 1875	Lieut. Col. C. H. Tompkins with Mary Menger.	Lease of houses and lots in San Antonio, Texas, at \$150 per month.	
304	Fort Bliss, Texas.....	July 1, 1875	Lieut. Col. S. B. Holabird with J. A. Zabriski	Lease of site of Fort Bliss, Texas, at \$208.33 per month.	
305	Greenville, S. C.....	July 1, 1875	Lieut. Col. James A. Ekin with Julius C. Smith, agent.	Lease of buildings for quarters for troops, store-rooms, &c., at \$100 per month.	
306	Fort McPherson, Nebr.....	July 1, 1875	Lieut. Col. Alex. J. Perry with Samuel Welch	250 cords of wood, at \$5.97 per cord	1,000
307	do.....	July 1, 1875	Lieut. Col. Alex. J. Perry with Charles McDon- ald.	200 cords of wood, at \$5.89 per cord	1,000
308	do.....	July 1, 1875	Lieut. Col. Alex. J. Perry with Henry Lusche	300 cords of wood, 100 cords, at \$5.83 per cord; 100 cords, at \$6 per cord; 100 cords, at \$5.55 per cord	1,000
309	do.....	July 1, 1875	Lieut. Col. Alex. J. Perry with Daniel Burke	100 tons of hay, at \$5.25 per ton	1,000

Abstract of contracts made by the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.
310	Fort McPherson, Nebr.	Lieut. Col. Alex. J. Perry with George Burke..	450 tons of hay, at \$5.35 per ton.	\$1,000
311	Camp Sheridan, Nebr.	Lieut. Col. Alex. J. Perry with A. T. Feay.	100 tons of hay, at \$10.97 per ton; 100 tons of hay, at \$11.97 per ton; 100 tons of hay, at \$12.47 per ton; 100 tons of hay, at \$12.93 per ton; 200 tons of hay, at \$13.47 per ton.	2,000
312	Fort Fetterman, Wyo.	Lieut. Col. Alex. J. Perry with A. C. Jordon ...	1,800 cords of wood, at \$7.49 per cord.	3,000
313	do	Lieut. Col. Alex. J. Perry with John Neaton and John Phillips.	500 tons of hay, at \$19 per ton.	2,000
314	Fort Cameron, Utah.	Lieut. Col. Alex. J. Perry with Oliver Durant..	Transportation of military supplies from southern terminus of the Utah Southern Railroad, at \$1.20 per 100 pounds per 100 miles.	5,000
315	Camp McDermitt, Nev.	Lieut. Col. A. R. Eddy with Charles R. Hoppin.	350 cords of wood, \$40 (coin) per cord.	3,500
316	Route No. 2, Department of Missouri.	Col. Stewart Van Vliet with Jacob Gross.	Transportation of military and Government supplies on route No. 2, at 84¢ cents and \$1.10 per 100 pounds per 100 miles.	20,000
317	Camp Gaston, Cal.	Lieut. Col. A. R. Eddy with John Clifford.	300 cords of wood, at \$6.60 per cord.	700
318	do	Lieut. Col. A. R. Eddy with Thomas Bair.	150,000 pounds of oats, at \$36 per 1,000 pounds; 30,000 pounds of straw, at \$6.75 per 1,000 pounds.	2,000
319	Fort Richardson, Tex.	Lieut. Col. S. B. Holabird with Lewis M. Gregory.	900 bushels of charcoal, at 20 cents per bushel.	150
320	Fort Stockton, Tex.	Lieut. Col. S. B. Holabird with J. Friedlander..	996 cords of wood, (mesquite,) at \$5 per cord.	500
321	Fort Colville, Wash.	Maj. R. N. Batchelder with J. Oppenheimer.	Transportation of military-stores on route No. 1, Department of the Columbia, at schedule rates.	1,000
322	Route No. 1, Department of the Columbia.	do	Transportation of military-stores from Fort Wallula, Wash., to Fort Colville, Wash., at schedule rates.	2,000
323	Route No. 4, Department of the Columbia.	Maj. R. N. Batchelder with William Grout.	Transportation of military-stores from The Dalles, Oreg., to Camp Harney, Oreg., at schedule rates.	2,000
324	Route No. 7, Department of the Columbia.	Maj. R. N. Batchelder with Solomon Sachs.	Transportation of military-stores from Roseburgh, Oreg., to Fort Klamath, Oreg., at schedule rates.	4,000
325	Route No. 9, Department of the Columbia.	Maj. R. N. Batchelder with D. J. Ferree.	Transportation of military-mails between Linkville, Oreg., and Fort Klamath, Oreg., at \$39.88.	300
326	Jeffersonville depot, Ind. ..	Col. Stewart Van Vliet with Mission Pacific Woollen Mills.	200,000 yards of gray twilled shirting-flannel, (unpressed,) at 39 cents per yard.	40,000
327	Fort Adams, R. I.	Maj. C. G. Sawtelle with Joseph Bradford & Co	45 cords of wood, at \$6.75 per cord; 15 cords of kindling-wood, at \$6.50 per cord.	150
328	do	Maj. C. G. Sawtelle with Pinniger & Manchester.	292 tons of stove-coal, at \$6.98 per ton; 582 tons of egg-coal, at \$6.64 per ton; 292 tons of nut-coal, at \$5.95 per ton.	2,500
329	do	Maj. C. G. Sawtelle with John W. Hoffman.	789 bushels of corn, at \$1 per bushel; 7,812 bushels of oats, at 78 cents per bushel; 178 tons of hay, (timothy,) at \$24 per ton; 70 tons of rye-straw, at \$25 per ton; 70 tons of oat-straw, at \$22 per ton.	4,000
330	Plattsburgh Barracks, N. Y.	Maj. C. G. Sawtelle with John McCaddin.	562 bushels of oats, at 74 cents per bushel; 10 tons of hay, (timothy,) at \$19.40 per ton; 6 tons of straw, at \$14 per ton.	200
331	do	do	100 cords of wood, at \$5.88 per cord.	200
332	Fort Hamilton, New York Harbor.	Maj. C. G. Sawtelle with Samuel G. French.	150 cords of hard-wood, at \$6.94 per cord.	900
	Plattsburgh Barracks, N. Y.	do	70 tons of stove-coal, at \$8 37½ per ton; 134 tons of egg-coal, at \$8.37½ per ton.	

333	Fort Wood, New York Harbor.	July 9, 1875	Maj. C. G. Sawtelle with James D. Leary.....	75 tons of stove-coal, at \$7.05 per ton; 336 tons of egg-coal, at \$6.55 per ton.	5,000
	Fort Hamilton, New York Harbor.	July 9, 1875	do	536 tons of stove-coal, at \$7.05 per ton; 714 tons of egg-coal, at \$6.55 per ton; 45 tons of nut-coal, at \$5.75 per ton.	
	Fort Wadsworth, New York Harbor.	July 9, 1875	do	512 tons of stove-coal, at \$7 per ton.	
334	Fort Wood, New York Harbor.	July 16, 1875	Maj. C. G. Sawtelle with John C. Wyman.....	798 bushels of oats, at 75½ cents per bushel; 15 tons of timothy hay, at \$23 per ton; 4 tons of straw, rye, at \$22 per ton; oat, at \$17 per ton.	
	Fort Hamilton, New York Harbor.	July 16, 1875	do	30,000 pounds of bran, at \$28.74 per ton; 535 bushels of corn, at 96 cents per bushel; 7,022 bushels of oats, at 75 3-10 cents per bushel; 170 tons of timothy hay, at \$23.30 per ton; 69 tons of straw, rye, at \$22.30 per ton; oat, at \$17.30 per ton.	5,000
	Fort Wadsworth, New York Harbor.	July 16, 1875	do	968 bushels of oats, at 75 3-10 cents per bushel; 26 tons of timothy hay, at \$23.30 per ton; 16 tons of straw, rye, at \$22.30 per ton; oat, at \$17.30 per ton.	
	Fort Trumbull, Conn.....	July 16, 1875	do	800 bushels of oats, at 86 cents per bushel; 16 tons of timothy hay, at \$27.75 per ton; 12 tons of straw, rye, at \$26.20 per ton; oat, at \$21.25 per ton.	1,000
335	do	July 9, 1875	Maj. C. G. Sawtelle with F. H. and W. S. Chap- pell.	250 tons of stove-coal, at \$7.25 per ton; 94 tons of egg-coal, at \$6.75 per ton; 60 cords of hard wood, at \$7.50 per cord; 15 cords of kind- ling-wood, at \$7 per cord.	1,000
336	Camp Grant, Ariz	Apr. 27, 1875	Maj. John G. Chandler with Buck & Stewart..	400,000 pounds of straw, at \$13.44 per ton; 2,000 pounds of charcoal, at 43 cents per bushel.	1,000
337	Holly Springs, Miss	Aug. 17, 1875	Maj. J. A. Potter with Samuel Franks & Co...	Hard wood, as required, at \$4 per cord.....	500
338	do	Aug. 12, 1875	Maj. J. A. Potter with J. E. Tobin.....	Hay, timothy, as required, at \$1.60 per 100 pounds; corn, shelled, as required, at \$1.87½ per 100 pounds; wheat-straw, as required, at \$1 per 100 pounds.	1,000
339	Rock Springs, Wash	Sept. 2, 1875	Lieut. Col. Alex. J. Perry with E. P. Snow	7,500 tons of coal, Excelsior Mine, at \$2.25 per ton.....	4,000
340	Fort Gratiot, Mich	June 30, 1875	Maj. Henry C. Hodges with Michael Plant.....	100 cords of hard-wood, at \$4.35 per cord; 15,300 pounds of hay, at \$14.90 per ton.	120
341	do	June 30, 1875	Maj. Henry C. Hodges with Henry M. Morran..	320,000 pounds of anthracite coal, chestnut, at \$8.27 per ton.....	275
342	do	June 30, 1875	Maj. Henry C. Hodges with Guy Kimball	10,950 pounds of oats, (sacked), at 1½ cents per pound; 9,936 pounds of straw, (baled,) at \$9.75 per ton.	100
343	Fort Brady, Mich	July 3, 1875	Maj. Henry C. Hodges with Guy H. Carleton and George Kemp.	752,861 pounds of anthracite coal, chestnut, at \$9.05 per ton; 332,796 pounds of bituminous coal, at \$6.60 per ton; 33,000 pounds of oats, (sacked,) at 2 1-32 cents per pound; 40,992 pounds of timothy hay, (baled,) at \$22 per ton; 30,144 pounds of straw, at \$10 per ton.	1,500
344	Fort Garland, Colo.....	Sept. 13, 1875	Capt. J. H. Belcher with Joseph Hoffman.....	450 tons of hay, at \$9.45 per ton; 50 tons of oat-straw, at \$7.50 per ton..	2,000
345	Fort Bayard, N. Mex.....	Sept. 1, 1875	Capt. J. H. Belcher with J. F. Bennett	200 tons of hay, at \$14.75 per ton; 200 tons, at \$15.89 per ton.....	2,000
346	do	Sept. 1, 1875	Capt. J. H. Belcher with D. C. Knox	200 cords of wood, at \$3 per cord.....	300
347	do	Sept. 18, 1875	Capt. J. H. Belcher with J. A. Miller.....	200 tons of hay, at \$23.50 per ton.....	2,000
348	do	Aug. 31, 1875	Capt. J. H. Belcher with R. V. Newsham	100 tons of hay, at \$22 per ton.....	1,000
349	do	Aug. 31, 1875	Capt. J. H. Belcher with Erastus C. Hartford..	2,500 bushels of charcoal, at 20 cents per bushel.....	1,000
350	Jeffersonville depot, Ind..	June 15, 1875	Lieut. Col. James A. Ekin with William P. and W. T. Kellog.	65 sash-tools, No. 4, at 9 cents each; 70, No. 6, at 12 cents each; 65, No. 8, at 15 cents each; 1,000 tin curry-combs, at 40½ cents each.	100
351	do	June 15, 1875	Lieut. Col. Jas. A. Ekin with R. A. Robinson & Co	Tools, paints, oils, &c. (See list schedule rates).....	100
352	do	June 15, 1875	Lieut. Col. Jas. A. Ekin with Robt. Boyd & Co.	Nails. (See list schedule rates)	100
353	do	June 15, 1875	Lieut. Col. Jas. A. Ekin with Geo. W. Porter ..	Tools. (See list schedule rates)	100
354	do	June 15, 1875	Lieut. Col. James A. Ekin with Peaster, Gaul- bert & Co.	Tools, paints, oils, &c., at schedule rates	100
355	do	June 15, 1875	Lieut. Col. Jas. A. Ekin with W. B. Belknap & Co	Tools, iron, and nails, at schedule rates	100

Abstract of contracts made by the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Name of contract.	Bond.
356	Jeffersonville depot, Ind...	Lieut. Col. James A. Ekin with Neale & Co...	Tools, materials, &c. (See list schedule-rates)	\$100
357	do	Lieut. Col. James A. Ekin with Alfred Thorp & Co.	Tools and materials. (See list schedule-rates)	100
358	do	Lieut. Col. James A. Ekin with John H. Thomas & Co.	do	100
359	do	Lieut. Col. James A. Ekin with Logan, Gregg & Co.	Tools, materials, &c. (See list schedule-rates)	100
360	do	Lieut. Col. James A. Ekin with George P. Bohr & Co.	do	100
361	Columbia, S. C	Lieut. Col. James A. Ekin with E. F. Geary and H. L. Tappan.	Hay as required, at \$29.80 per ton; straw as required, at \$24 per ton.	1,500
362	Charleston, S. C	do	Hay as required, \$27.80 per ton; straw as required, \$20 per ton	
362	Fort Macon, N. C	Lieut. Col. James A. Ekin with Chadwick & Jones.	Hard wood as required, at \$4.40 per cord	750
363	Mount Vernon, Ala	Lieut. Col. James A. Ekin with Cooper & Becker.	Hard wood as required, at \$4.50 per cord	300
	Columbia, S. C	Lieut. Col. James A. Ekin with James S. G. Mayrant.	Hard wood as required, at \$5.50 per cord	1,500
	Atlanta, Ga	Lieut. Col. James A. Ekin with Samuel P. Warren.	Hard wood as required, at \$4.49 per cord; shelled corn as required, at \$1.05 per bushel; straw, (baled,) as required, at \$25.49 per ton.	2,000
364	Fort Shaw, Mont	Maj. Benjamin C. Card with George W. Wakefield.	550,000 pounds of oats, at \$2.79 per 100 pounds	5,000
365	Fort Ellis, Mont	do	990 tons of hay, at \$10.50 per ton	3,300
366	Philadelphia depot, Pa	Col. Stewart Van Vliet with Jacob Weidemann.	Improving grounds at the Philadelphia depot, quartermaster's department, \$15,000.	4,000
367	Jeffersonville depot, Ind ..	Col. Stewart Van Vliet with Saint Louis Tent Manufacturing Company.	1,000 common tents, at \$7.73 each	5,000
368	Camp Mojave, Ariz	Maj. John G. Chandler with Joaquin Acosta.	300 cords of hard wood, at \$5.70 per cord; 300 cords of soft wood, at \$5.70 per cord.	900
369	Camp Grant, Ariz	Maj. John G. Chandler with Thomas Hughes.	200,000 pounds of seed-corn, at \$2.92 per 100 pounds; 200,000 pounds of seed-corn, at \$3.09 per 100 pounds.	3,000
370	Camp Verde, Ariz	Maj. John G. Chandler with C. P. Head & Co ..	400,000 pounds of seed-corn, at \$3.05 per 100 pounds	3,000
371	Yuma depot, Ariz	Maj. John G. Chandler with José M. Rendondo.	300,000 pounds of barley, (sacked,) at \$2.85 per 100 pounds; 200,000 pounds of hay, at \$35 per ton; 200,000 pounds of barley hay, at \$40 per ton; 100,000 pounds of barley-straw, at \$30 per ton.	5,000
372	Fort Yuma, Cal	Maj. John G. Chandler with James Reilly	300 cords of soft wood, at \$5.85 per cord; 100 cords of hard wood, at \$5.95 per cord.	800
373	Yuma depot, Ariz	do	100 cords of hard wood, at \$6.45 per cord	
373	Camp Grant, Ariz	Maj. John G. Chandler with Ewing & Fish	10,000 pounds of bran, (sacked,) at \$4.75 per 100 pounds; 300,000 pounds of barley, at \$4.97 per 100 pounds; 600,000 pounds of barley, at \$2.72 per 100 pounds.	8,000
374	Camp Verde, Ariz	Maj. John G. Chandler with George W. Hance.	1,700,000 pounds of gramma-hay, at \$22.30 per ton; 1,300 cords of soft wood, at \$4.37½ per cord.	6,000

CONTRACTS OF THE WAR DEPARTMENT.

17

375	Camp Apache, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with George W. Hamor	100,000 pounds of barley, at \$5.45 per 100 pounds; 100,000 pounds, at \$5.50 per 100 pounds; 100,000 pounds of barley-straw, at \$23.50 per ton.	3,000
376	Camp Mojave, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with José Miguel Costaneda.	200,000 pounds of barley, (sacked,) at \$1.89 per 100 pounds	2,500
377	Yuma depot, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with Furer & Greene..	300 cords of soft wood, at \$4.70 per cord.	200
378	Camp Bowie, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with Joseph Goldtree..	400,000 pounds of barley, (sacked,) at \$3.67 per 100 pounds; 200,000	4,000
379	Camp Grant, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with Oscar Buckalew..	200,000 pounds of barley, (sacked,) at \$4.23 per 100 pounds; 200,000	13,000
	Camp Verde, Ariz.....	June 27, 1875	do	pounds, at \$4.90 per 100 pounds.	
	Whipple depot, Ariz.....	June 27, 1875	do	200,000 pounds of barley, (sacked,) at \$4.23 per 100 pounds; 200,000	
380	Camp Bowie, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with Samuel H. Drachman.	pounds, at \$4.69 per 100 pounds.	7,000
	Camp Grant, Ariz.....	Apr. 27, 1875	do	200,000 pounds of barley, (sacked,) at \$4.23 per 100 pounds; 200,000	
	Camp Lowell, Ariz.....	Apr. 27, 1875	do	pounds, at \$4.69 per 100 pounds.	
381	Camp Apache, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with Rafael Tafalle...	10,000 pounds of bran, (sacked,) at \$3.12 per 100 pounds	
382	do	Apr. 27, 1875	do	250,000 pounds of barley, (sacked,) at \$3.87 per 100 pounds; 250,000	
383	Camp Lowell, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with George W. Hamor	pounds of barley, (sacked,) at \$4 per 100 pounds; 300 cords of hard	
384	Troops changing station..	June 5, 1875	Maj. John G. Chandler with George W. Hamor	wood, at \$4.96 per cord.	800
385	Camp Halleck, Nev.....	Oct. 20, 1875	Maj. John G. Chandler with Benjamin D. Fairbanks.	100,000 pounds of barley, (sacked,) at \$2.25 per 100 pounds; 100,000	5,000
386	Fort Quitman, Tex.....	July 12, 1875	Lieut. Charles H. Rockwell with Oscar Buckalew.	100,000 pounds of barley, (sacked,) at \$2.37 per 100 pounds; 10,000 pounds of	3,000
387	do	July 12, 1875	Lieut. Col. A. R. Eddy with Magnus C. Crosby	pounds of barley, (sacked,) at \$1.49 per 100 pounds; 1,000 bushels of charcoal,	
388	Fort Duncan, Tex.....	June 21, 1875	Lieut. Col. S. B. Holabird with Charles Wilson	bran, (sacked,) at \$1.49 per 100 pounds; 1,000 bushels of charcoal,	
389	Fort Clark, Tex.....	July 13, 1875	Lieut. Col. S. B. Holabird with Charles Wilson	47 cents per bushel.	800
	Fort Walla Walla, Wash..	May 12, 1875	Maj. R. N. Batchelder with Charles Russell...	1,000 cords of soft wood, at \$2.74 per cord; 1,000 bushels of charcoal,	
390	do	May 12, 1875	Maj. R. N. Batchelder with M. A. Caris.....	at 36 cents per bushel.	5,000
391	do	May 12, 1875	Maj. R. N. Batchelder with Charles Russell...	100,000 pounds of barley, at \$5.55 per 100 pounds; 100,000 pounds of	3,000
392	do	May 12, 1875	Maj. R. N. Batchelder with W. Ewing.....	barley, at \$5.60 per 100 pounds; 100,000 pounds of barley, at \$5.70 per	1,300
393	Fort Canby, Wash.....	May 12, 1875	Maj. R. N. Batchelder with J. H. D. Gray.....	100 pounds.	
394	do	May 12, 1875	Maj. R. N. Batchelder with J. T. Brown.....	1,700,000 pounds of gramma-hay, at \$10.23 per ton; 1,200 cords of soft	3,000
395	Vancouver depot, Wash..	May 14, 1875	Maj. R. N. Batchelder with Rambo & Clark...	wood, at \$2.73 per cord.	
396	do	May 12, 1875	Maj. R. N. Batchelder with Jacob Proelstel, jr	Transportation of baggage and supplies of headquarters and com-	
				panies of Fifth Cavalry, at \$5.36 per team per day.	
				150 tons of hay, at \$22.25 (coin) per ton; 50 tons of straw, at \$11.50	
				(coin) per ton.	500
				254 cords of wood, at \$5.85 per cord.	500
				65 tons of wild hay, at \$11.95 per ton.	200
				850 bushels of charcoal, at 25 cents per bushel.	6,000
				432,000 pounds of oats, at \$1.33 per bushel.	6,000
				900 cords of wood, at \$5.50 per cord; 800,000 pounds of oats, at 84 cents	500
				per 100 pounds; 400,000 pounds of barley, at 72 cents per 100 pounds.	3,000
				200,000 pounds of straw, at \$5.80 per ton.	
				150 tons of timothy hay, at \$9.90 per ton; 100 tons of timothy hay, at	3,000
				\$10.50 per ton; 250 tons of timothy hay, at \$11.90 per ton; 250 tons	400
				of timothy hay, at \$12.90 per ton.	
				1,200 cords of wood, at \$7.72 per cord	
				15,000 pounds of oats, (sacked,) at \$1.98 per 100 pounds; 30,000 pounds	2,000
				of hay, (baled,) at \$17.95 per ton; 25,030 pounds of straw, (baled,)	750
				at \$17 per ton.	1,000
				800 cords of hard wood, at \$6.19 per cord	
				370 cords of hard wood, at \$4.10 per cord	
				100,000 pounds of oats, (sacked,) at 1 1/2 cents per pound; 150,000 pounds	
				of timothy hay, at \$9.20 per ton; 50,000 pounds of straw, (baled,) at	
				\$8 per ton.	

Abstract of contracts made by the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.
397	Vancouver depot, Wash ..	Maj. R. N. Batchelder with Louis Solms	1,000 cords of hard wood, at \$4.14 per cord	\$1,500
398	Fort Stevens, Oreg	Maj. R. N. Batchelder with J. H. D. Gray	25,000 pounds of oats, (sacked,) at \$1.98 per 100 pounds; 45,000 pounds of hay, (baled,) at \$16.95 per ton; 20,000 pounds of straw, (baled,) at \$16 per ton.	400
399	do	Maj. R. N. Batchelder with Moore & Taylor	600 cords of soft wood, at \$3.85 per cord	1,000
400	Fort Townsend, Wash	Maj. R. N. Batchelder with John Hankinson	400 cords of soft wood, at \$3.35 per cord; 35,000 pounds of oats, (sacked,) at \$1.35 per 100 pounds; 55,000 pounds of timothy hay, (baled,) at \$20 per ton; 20,000 pounds of straw, (baled,) at \$13 per ton.	1,000
401	Fort Klamath, Oreg	Maj. R. N. Batchelder with John E. Ross	1,200 cords of pine wood, at \$2.74 per cord	1,500
402	do	Maj. R. N. Batchelder with Thomas F. Beale	800,000 pounds of oats, at \$2.39 per 100 pounds	800
403	do	Maj. R. N. Batchelder with D. J. Ferree	2,000 bushels of charcoal, at 16.9 cents per bushel; 500,000 pounds of prairie-hay, at \$6.94 per ton; 150,000 pounds of straw, at \$6.74 per ton.	1,200
404	do	Maj. R. N. Batchelder with Jacob Ish	100,000 pounds of oats, at \$2.44 per 100 pounds; 100,000 pounds of barley, at \$2.44 per 100 pounds.	2,000
405	Fort Boise, Idaho	Maj. R. N. Batchelder with Orlando Robbins	700 cords of wood, at \$9.75 per cord; 50,000 pounds of barley, at 3 cents per pound.	3,000
406	Fort McHenry, Md	Maj. J. A. Dana with H. N. Richers	120,912 pounds of straw, (baled,) at \$17.89 per ton	500
407	do	do	165,720 pounds of white oats, at 2 4-26 cents per pound; 100,000 pounds of yellow corn, at 1 10-17 cents per pound.	1,300
408	do	Maj. J. A. Dana with E. Stabler & Co	1,640,000 pounds of white-ash anthracite coal, stove, at \$6.69 per ton	1,500
409	Fort Monroe, Va	do	74,000 pounds of white-ash anthracite coal, egg, at \$6.05 per ton; 160,000 pounds of white-ash anthracite coal, chestnut, at \$5.10 per ton.	500
410	Baltimore, Md	Maj. J. A. Dana with Thomas S. Smiley	389 cords of oak wood, at \$4 per cord	200
411	do	Maj. J. A. Dana with B. H. Classen	61,321 pounds of timothy hay, (baled,) at \$24.80 per ton	600
	do	do	288 cords of oak wood, at \$6.40 per cord; 16,800 pounds of rye-straw, (baled,) at \$23 per ton.	
	Fort Foote, Md	do	8,760 pounds of white oats, at 2 19-32 cents per pound; 8,760 pounds of yellow corn, at 1 1-4 cents per pound.	
412	Fort McHenry, Md	Maj. J. A. Dana with Jacob H. Taylor	513 cords of oak wood, at \$5.48 per cord	800
413	Fort Foote, Md	Maj. J. A. Dana with George H. Gaddis	25 cords of oak wood, at \$6.05 per cord; 26,280 pounds of timothy hay, (baled,) at \$28.50 per ton; 16,000 pounds of straw, (baled,) at \$19.50 per ton.	500
414	Fort Monroe, Va	Maj. J. A. Dana with A. A. McCullough	224,000 pounds of white-ash anthracite coal, steamer, at \$5.80 per ton; 2,824,000 pounds of white-ash anthracite coal, egg, at \$5.95 per ton; 205,860 pounds of timothy hay, (baled,) at \$24.40 per ton; 69,000 pounds of rye-straw, (baled,) at \$21 per ton.	3,000
415	do	Maj. J. A. Dana with A. H. Lindsay	46,609 pounds of white oats, (sacked,) at 2.9 cents per pound; 18,371 pounds of yellow corn, (sacked,) at 1 1-4 cents per pound; 56,520 pounds of oat-straw, (baled,) at \$14.95 per ton.	500
416	Baltimore, Md	Maj. J. A. Dana with James H. Peters	51,100 pounds of white oats, at 2 13-32 cents per pound	1,400
417	Fort McHenry, Md	do	324,120 pounds of timothy hay, (baled,) at \$26 per ton	
418	Fort Stockton, Tex	Lieut. Col. S. B. Holabird with Peter Gallagher	184,441 pounds of barley, at 2 1-2 cents per pound	1,500
419	do	do	368,849 pounds of shelled corn, at \$2.37 1-2 per 100 pounds	3,000
	Anstin, Tex	Lieut. Col. S. B. Holabird with T. T. Pendley	25,000 pounds of oats, at 73 1-2 cents per bushel	500

420	do.....	June 12, 1875	Lieut. Col. S. B. Holabird with John A. Webb & Bro.	144 tons of prairie-hay, at \$13.25 per ton.....	1,500
421	Fort Richardson, Tex.....	June 11, 1875	Lieut. Col. S. B. Holabird with Saylor & Dupre.	1,942,460 pounds of shelled corn, at \$1.38 per bushel.....	8,000
422	Fort Davis, Tex.....	June 15, 1875	Lieut. Col. S. B. Holabird with Peter Gallagher.	377,080 pounds of shelled corn, at \$2.50 per 100 pounds.....	3,000
423	do.....	June 15, 1875	do.....	181,040 pounds of barley, at \$2.50 per 100 pounds.....	1,500
424	do.....	June 15, 1875	Lieut. Col. S. B. Holabird with A. F. Wulff.....	1,000 cords of wood, at \$3.75 per cord.....	2,500
425	do.....	June 15, 1875	do.....	460 tons of wild hay, at \$13.50 per ton.....	3,500
426	Fort Duncan, Tex.....	June 7, 1875	Lieut. Col. S. B. Holabird with F. Groos.....	431,243 pounds of shelled corn, at \$1.33 per bushel.....	6,000
427	Fort Concho, Tex.....	June 5, 1875	Lieut. Col. S. B. Holabird with Asa Frary.....	1,588,480 pounds of shelled corn, at \$1.86 per bushel.....	10,000
428	Fort McKavett, Tex.....	June 4, 1875	Lieut. Col. S. B. Holabird with Charles Norwald.	739,650 pounds corn, (shelled,) at \$1.73 per bushel.....	10,000
429	Ringgold Barracks, Tex.....	June 14, 1875	Lieut. Col. S. B. Holabird with E. G. Paine.....	1,605 tons of hay, (wild,) at \$13.74 per ton.....	6,000
430	Route No. 1, Department of Texas.	July 27, 1875	Lieut. Col. S. B. Holabird with Edward Fen-ton	For hauling, in Department of Texas, \$1.13 and \$1.30 per 100 pounds per 100 miles.	30,000
431	Austin, Tex.....	June 16, 1875	Lieut. Col. S. B. Holabird with Davidson Walker.	460 cords of wood, at \$5.95 per cord.....	1,000
432	Fort McKavett, Tex.....	July 2, 1875	Lieut. Col. S. B. Holabird with H. Jackson.....	1,077 cords of wood, at \$3.19 per cord.....	2,500
433	do.....	June 15, 1875	Lieut. Col. S. B. Holabird with James Callaghan.	292,000 pounds of oats, at \$1.43 per bushel.....	3,000
434	Fort McIntosh, Tex.....	June 16, 1875	Lieut. Col. S. B. Holabird with Augustin Salinas.	50 tons of hay, (wild,) at \$17.45 per ton.....	1,000
435	do.....	June 21, 1875	Lieut. Col. S. B. Holabird with Lazaro Dela Gasza.	500 bushels of charcoal, at 59 cents per bushel.....	200
436	Fort Brown, Tex.....	June 25, 1875	Lieut. Col. S. B. Holabird with Julius G. Tucker.	600 tons of hay, at \$21.45 per ton.....	6,000
437	do.....	June 25, 1875	Lieut. Col. S. B. Holabird with Francisco Yturia.	607,725 pounds of corn, (shelled,) at \$1.10 per bushel.....	6,000
438	Fort Griffin, Tex.....	June 21, 1875	Lieut. Col. S. B. Holabird with O. D. Garrison	1,500,000 pounds of corn, (shelled,) at \$3.50 per 100 pounds.....	5,000
439	Fort Brown, Tex.....	June 25, 1875	Lieut. Col. S. B. Holabird with Francisco Yturia.	1,573 cords of wood, at \$2.45 per cord.....	2,000
440	Fort Duncan, Tex.....	June 19, 1875	Lieut. Col. S. B. Holabird with John Hoffman	122 tons of hay, at \$10 10 per ton.....	3,000
441	Fort Griffin, Tex.....	June 21, 1875	Lieut. Col. S. B. Holabird with O. D. Garrison.	1,500 tons of hay, at \$9.40 per ton.....	6,000
442	Fort Duncan, Tex.....	June 15, 1875	Lieut. Col. S. B. Holabird with James Callaghan.	159,518 pounds of oats, at \$1.35 per bushel.....	5,000
443	San Antonio, Tex.....	June 14, 1875	Lieut. Col. S. B. Holabird with E. H. Cunningham.	665,000 pounds of corn, (shelled,) at \$1.07 per bushel.....	8,000
444	do.....	June 14, 1875	do.....	340,000 pounds of oats, at \$1.07 per bushel.....	5,000
445	do.....	June 7, 1875	Lieut. Col. S. B. Holabird with Edward Stedess.	Charcoal, as required, at 24 cents per bushel.....	500
446	do.....	June 12, 1875	Lieut. Col. S. B. Holabird with Jacob Hoffman.	600 tons of hay, at \$9.40 per ton.....	3,000
447	do.....	June 5, 1875	Lieut. Col. S. B. Holabird with J. J. Inselman.	600 cords of wood, at \$4.44 per cord.....	2,000
448	Fort Clark.....	June 14, 1875	Lieut. Col. S. B. Holabird with James H. Taylor.	1,598,700 pounds of corn, (shelled,) at \$1.38 per bushel.....	12,000
449	do.....	June 24, 1875	Lieut. Col. S. B. Holabird with W. E. Friedlander.	1,794 cords of wood, at \$2.49 per cord.....	1,500
450	do.....	June 15, 1875	Lieut. Col. S. B. Holabird with Arch. Cox.....	1,642 tons of hay, at \$9.45 per ton.....	5,000
451	Fort Griffin, Tex.....	June 22, 1875	Lieut. Col. S. B. Holabird with Obenchain & Childers.	700,000 pounds of oats, at \$4.01 per 100 pounds.....	5,000
452	Fort Concho, Tex.....	June 18, 1875	Lieut. Col. S. B. Holabird with A. P. Boze.....	2,500 bushels of charcoal, at 24 cents per bushel.....	300
453	Fort Stockton, Tex.....	June 16, 1875	Lieut. Col. S. B. Holabird with J. Friedlander.	376 tons of hay, at \$9 per ton.....	2,000
454	Fort Richardson, Tex.....	June 22, 1875	Lieut. Col. S. B. Holabird with Obenchain & Childers.	730,000 pounds of oats, at \$3.06 per 100 pounds.....	5,000

CONTRACTS OF THE WAR DEPARTMENT.

Abstract of contracts made by the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.
455	Ringgold Barracks, Tex....	Lieut. Col. C. H. Tompkins with H. Cham-berlain.	1,698 cords of wood, at \$2.18 per cord.....	\$1,500
456	Fort Griffin, Tex.....	Lieut. Col. C. H. Tompkins with Isaiah Clifton.	Charcoal, as required, at 70 cents per bushel.....	50
457	Fort Davis, Tex.....	Lieut. Col. S. B. Holabird with S. R. Miller....	1,200 bushels of charcoal, at 38 $\frac{1}{2}$ cents per bushel.....	200
458	Fort Stockton, Tex.....	Lieut. Col. S. B. Holabird with J. Friedlander....	903 bushels of charcoal, at 30 cents per bushel.....	200
459	Fort Concho, Tex.....	Lieut. Col. S. B. Holabird with G. M. Frazer....	7,000 bushels of barley, at \$1.40 per bushel.....	3,000
460	do.....	Lieut. Col. S. B. Holabird with F. C. Taylor....	480,000 pounds of barley, at \$3.89 per 100 pounds.....	3,000
461	do.....	Lieut. Col. S. B. Holabird with C. R. Vroman....	1,000 tons of hay, at \$12.74 per ton.....	6,000
462	do.....	do.....	1,148 cords of wood, at \$3.74 per cord.....	2,500
463	Fort Clark, Tex.....	Lieut. Col. S. B. Holabird with Peter Johnson....	3,900 bushels of charcoal, at 16 cents per bushel.....	300
464	Fort McKavett, Tex.....	Lieut. Col. S. B. Holabird with Edward B. Colwell.	877 tons of hay, at \$13 per ton.....	5,000
465	Fort Richardson, Tex.....	Lieut. Col. S. B. Holabird with R. S. McLeod....	2,000 tons of hay, at \$8.40 per ton.....	6,000
466	do.....	Lieut. Col. S. B. Holabird with Israel Stoddard....	2,168 cords of wood, at \$2.73 per cord.....	3,000
467	Sidney Barracks, Neb.....	Lieut. Col. Alex. J. Perry with Cornelius Ferris	Transportation, at schedule rates, from Sidney, Nebr., to Camp Rob- inson and Camp Sheridan, Nebr.	8,000
468	Fort Fred Steele, Wyo.....	Lieut. Col. Alex. J. Perry with G. D. Thayer....	200 cords of wood, at \$6.37 per cord.....	1,000
469	Fort Halleck, Wyo.....	Lieut. Col. Alex. J. Perry with Robert Foote....	150 tons of hay, at \$17 per ton.....	1,000
470	Camp Douglas, Utah.....	Lieut. Col. Alex. J. Perry with Jos. J. Kennard....	260 tons of hay, at \$16 per ton.....	1,000
471	do.....	do.....	400 cords of wood, at \$9.35 per cord.....	1,000
472	Fort Bridger, Wyo.....	Lieut. Col. Alex. J. Perry with W. H. Carter....	100 tons of hay, at \$18.95 per ton.....	1,000
473	do.....	do.....	500 cords of wood, at \$6.95 per cord.....	1,000
474	Fort Cameron, Utah.....	Lieut. Col. Alex. J. Perry with C. C. Woodhouse....	150 tons of hay, at \$19.50 per ton.....	1,000
475	Camp Brown, Wyo.....	Lieut. Col. Alex. J. Perry with Jas. K. Moore....	500 cords of wood, at \$5.75 per cord.....	1,000
476	do.....	Lieut. Col. Alex. J. Perry with John Holbrook and John Atkinson.	300 tons of hay, at \$16.75 per ton.....	2,000
477	Camp Stambaugh, Wyo.....	Lieut. Col. Alex. J. Perry with W. P. Noble....	280 cords of wood, at \$3.38 per cord.....	1,000
478	do.....	Lieut. Col. Alex. J. Perry with John Holbrook and John Atkinson.	320 tons of hay, at \$26.50 per ton.....	2,000
479	Fort Laramie, Wyo.....	Lieut. Col. Alex. J. Perry with C. Hecht and G. A. Draper.	900 tons of hay, at \$17.37 per ton.....	4,000
480	do.....	Lieut. Col. Alex. J. Perry with Oscar F. Ste- phens.	2,000 cords of wood, at \$6.50 per cord.....	3,000
481	Cheyenne depot, Wyo.....	Lieut. Col. Alex. J. Perry with John B. Hindry....	2,000 tons of hay, (baled,) at \$14.34 per ton.....	6,000
482	do.....	Lieut. Col. Alex. J. Perry with E. D. Lane.....	150 cords of wood, at \$5.24 per cord.....	1,000
483	do.....	Lieut. Col. Alex. J. Perry with C. Hecht and G. A. Draper.	300 tons of hay, at \$13.75 per ton.....	1,000
484	Omaha depot, Nebr.....	Lieut. Col. Alex. J. Perry with Allen Smith....	2,000,000 pounds of corn—500,000 pounds, at 68 cents per bushel; 500,000 pounds, at 70 $\frac{1}{2}$ cents per bushel; 500,000 pounds, at 72 cents per bushel; 500,000 pounds, at 73 cents per bushel.	6,000
485	Omaha, Nebr.....	Lieut. Col. Alex. J. Perry with Paul E. Havens....	1,000,000 pounds of oats, at \$1.74 per 100 pounds.....	4,000
486	New Orleans, La.....	Maj. J. A. Potter with Lawrence Hart.....	Transportation, at schedule-rates, in the city of New Orleans, La.....	1,000
487	do.....	do.....	Corn, as required, at \$1.50 per 100 pounds; hay, (timothy,) as required, at \$1.40 per 100 pounds.	5,000
488	Key West, Fla.....	Maj. J. A. Potter with F. Filler & Son.....	Hard wood, as required, at \$8.95 per cord.....	1,000

489	do	June 17, 1875	Maj. J. A. Potter with William D. Cash.....	Hay, (timothy,) as required, at \$1.75 per 100 pounds; wheat-straw, as required, at \$1.48 per 100 pounds.	1,500
490	New Orleans, La.....	June 16, 1875	Maj. J. A. Potter with H. O. Ames.....	Lease of lots Nos. 184, 186, 188, 190, and 192 Magazine street, at \$166.67 per month.	.....
491	do	June 11, 1875	Maj. J. A. Potter with H. O. Ames for Josephine Hale Ames.....	Lease of property 249 Camp street, New Orleans, at \$300 per month.....	.....
492	Mount Vernon, Ala.....	July 1, 1875	Lieut. Col. Jas. A. Ekin with George F. Clark.....	Hay, (timothy,) as required, at \$35 per ton; straw, as required, at \$30 per ton.	.....
493	Savannah, Ga.....	July 1, 1875	do	Straw, as required, at \$28 per ton.....	500
494	Lebanon, Ky.....	July 1, 1875	Lieut. Col. James A. Ekin with Joel T. Pruett.....	Corn, (shelled and sacked,) as required, at 95 cents per bushel; hay, (timothy,) as required, at \$22 per ton; straw, as required, at \$13.50 per ton.	200
495	do	July 1, 1875	Lieut. Col. James A. Ekin with A. P. Ricketts.....	Hard wood, as required, at \$4.50 per c'd; coal, as required, at \$5 per ton.	400
496	Charleston, S. C.....	July 1, 1875	Lieut. Col. James A. Ekin with S. C. Walker.....	Corn, as required, at \$1.10 per bushel.....	.....
	do	July 1, 1875	do	Oats, as required, at 78½ cents per bushel.....	.....
	Columbia, S. C.....	July 1, 1875	do	Corn, as required, at \$1.14 per bushel.....	.....
	do	July 1, 1875	do	Oats, as required, at 82½ cents per bushel.....	.....
	Atlanta, Ga.....	July 1, 1875	do	Oats, as required, at 78½ cents per bushel.....	.....
	Chattanooga, Tenn.....	July 1, 1875	do	Oats, as required, at 74½ cents per bushel.....	.....
	do	July 1, 1875	do	Hay, as required, at \$27.45 per ton.....	.....
	Frankfort, Ky.....	July 1, 1875	do	Corn, as required, at 97 cents per bushel.....	.....
	do	July 1, 1875	do	Oats, as required, at 71 cents per bushel.....	.....
	Humboldt, Tenn.....	July 1, 1875	do	Corn, as required, at \$1.04½ per bushel.....	.....
	do	July 1, 1875	do	Oats, as required, at 77 cents per bushel.....	.....
	do	July 1, 1875	do	Hay, as required, at \$27.45 per ton.....	.....
	Huntsville, Ala.....	July 1, 1875	do	Corn, as required, at \$1.09½ per bushel.....	.....
	do	July 1, 1875	do	Oats, as required, at 79½ cents per bushel.....	.....
	Louisville, Ky.....	July 1, 1875	do	Corn, as required, at 85 cents per bushel.....	3,000
	do	July 1, 1875	do	Oats, as required, at 63½ cents per bushel.....	.....
	do	July 1, 1875	do	Hay, as required, at \$20.95 per ton.....	.....
	Labanon, Ky.....	July 1, 1875	do	Straw, as required, at \$12.70 per ton.....	.....
	Mobile, Ala.....	July 1, 1875	do	Oats, as required, at 69½ cents per bushel.....	.....
	do	July 1, 1875	do	Corn, as required, at \$1.14 per bushel.....	.....
	do	July 1, 1875	do	Oats, as required, at 78½ cents per bushel.....	.....
	do	July 1, 1875	do	Hay, as required, at \$31.95 per ton.....	.....
	Mount Vernon, Ala.....	July 1, 1875	do	Straw, as required, at \$31 per ton.....	.....
	do	July 1, 1875	do	Corn, as required, at \$1.27 per bushel.....	.....
	Nashville, Tenn.....	July 1, 1875	do	Oats, as required, at 89 cents per bushel.....	.....
	Savannah, Ga.....	July 1, 1875	do	Oats, as required, at 68½ cents per bushel.....	.....
	do	July 1, 1875	do	Corn, as required, at \$1.14 per bushel; oats, as required, at 80 cents per bushel.	.....
497	Louisville, Ky.....	July 1, 1875	Lieut. Col. Jas. A. Ekin with Kennedy & Irwin.....	Coal, as required, at \$3.60 per ton.....	1,000
498	Fort Johnston, N. C.....	July 1, 1875	Lieut. Col. Jas. A. Ekin with Preston, Cumming & Co.....	Oats, (sacked,) as required, at 85 cents per bushel; timothy hay, (baled,) as required, at \$30 per ton; straw, (baled,) as required, at \$20 per ton	200
499	do	July 1, 1875	Lieut. Col. Jas. A. Ekin with W. W. McCracken.....	Hard wood, as required, at \$3.75 per cord.....	400
500	Frankfort, Ky.....	July 1, 1875	Lieut. Col. Jas. A. Ekin with N. J. Moore.....	Hard wood, as required, at \$3.88 per cord.....	300
501	do	July 1, 1875	Lieut. Col. Jas. A. Ekin with Geo. B. Macklin.....	Coal, (bituminous,) as required, at \$4.75 per ton; hay, (timothy,) as required, at \$22 per ton; straw, as required, at \$18 per ton.	500
502	Atlanta, Ga.....	July 1, 1875	Lieut. Col. Jas. A. Ekin with B. B. Connor & Co.....	Hay, as required, at \$29.70 per ton.....	.....
	Huntsville, Ala.....	July 1, 1875	do	Hay, as required, at \$29.50 per ton.....	.....
	Savannah, Ga.....	July 1, 1875	do	Hay, as required, at \$31.50 per ton.....	1,500
	Raleigh, N. C.....	July 1, 1875	do	Corn, as required, at \$1.45 per bushel.....	.....

Abstract of contracts made by the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.
503	Nashville, Tenn.	Lieut. Col. Jas. A. Ekin with William Kiber	Wood, as required, at \$4.40 per cord	\$750
504	Chattanooga, Tenn.	Lieut. Col. Jas. A. Ekin with John F. Fletcher	Hard wood, as required, at \$4 per cord	700
505	Nashville, Tenn.	do	Coal, (bituminous,) as required, at 18 cents per bushel	500
506	do	Lieut. Col. Jas. A. Ekin with Stratton & Robb	Bituminous coal, one-half as required, at 18 cents per bushel	1,000
	do	Lieut. Col. Jas. A. Ekin with Wm. F. Prosser	Hard wood, one-half as required, at \$4.40 per cord; corn, (shelled,) one-half as required, at 85 cents per bushel; hay, (baled,) one-half as required, at \$23.50 per ton; straw, (baled,) one-half as required, at \$17.25 per ton.	
507	Savannah, Ga.	Lieut. Col. Jas. A. Ekin with R. B. Cassells	Wood, (oak,) as required, at \$5.75 per cord	500
508	Fort McRae, N. M.	Capt. A. H. Kauffman with H. B. Strauss	332 8-11 bushels lime, at 55 cents per bushel	50
509	do	Capt. A. H. Kauffman with Victor Boiller	40,000 feet lumber, at schedule rates	600
510	do	Capt. A. H. Kauffman with H. B. Strauss	30,000 adobes, at \$11.90 per 1,000	150
511	Santa Fé, N. M.	Capt. J. H. Belcher with Louis Gold	150 tons gramma-hay, at \$32.97½ per ton; additional quantity, \$33.33½ per ton.	4,000
512	do	do	600 cords of piñon-wood, at \$4.33½ per cord; additional quantity, at \$4.47½ per cord.	3,000
513	do	Capt. J. H. Belcher with Romulo Martinez	125 tons of gramma-hay, at \$27.97 per ton	2,000
514	do	Capt. J. H. Belcher with William J. Sweeney	600 bushels of charcoal, at 24 cents per bushel	100
515	Fort Union depot, N. M.	Capt. J. H. Belcher with May Hays	200,000 pounds of corn, (shelled and sacked,) at \$1.75 per 100 pounds; 50,000 pounds of oats, (sacked,) at \$2.25 per 100 pounds.	2,000
516	do	Capt. J. H. Belcher with Charles Ifeld	200,000 pounds of corn, (sacked,) at \$1.71 per 100 pounds	2,000
517	do	Capt. J. H. Belcher with J. B. Watrous	60,000 pounds of oats, (sacked,) at \$2.50 per 100 pounds	1,000
518	do	Capt. J. H. Belcher with Willi Spiegelberg	300,000 pounds of corn, (sacked,) at \$1.79 per 100 pounds; 200,000 pounds, (sacked,) at \$1.83 per 100 pounds.	3,000
519	do	Capt. J. H. Belcher with George W. Gregg	250,000 pounds American seed-corn, at \$1.82 per 100 pounds	2,000
520	do	Capt. J. H. Belcher with R. Romero	50,000 pounds of bran, at 95 cents per 100 pounds	500
521	do	Capt. J. H. Belcher with Trinidad Romero	900 tons of bottom-hay, at \$13.90 per ton	5,000
522	do	do	740,000 pounds of corn, (sacked,) at \$1.83 per 100 pounds	5,000
523	do	Capt. J. H. Belcher with Joseph B. Watrous	100 tons of bottom-hay, at \$12 per ton	500
524	do	Capt. J. H. Belcher with G. W. Gregg	1,000 bushels of charcoal, at 17½ cents per bushel	100
525	do	Capt. J. H. Belcher with R. Romero	do	100
526	do	Capt. J. H. Belcher with Thomas J. Bull	1,300 cords of piñon-wood, at \$5.62½ per cord	3,000
527	Fort Bayard, N. M.	Capt. J. H. Belcher with Thomas J. Bull	100,000 pounds of barley, (sacked,) at \$4.10 per 100 pounds; 250,000 pounds of corn, (sacked,) at \$2.40 per 100 pounds; additional quantity, at \$2.74 per 100 pounds.	6,000
528	do	Capt. J. H. Belcher with Bernard Weise	100,000 pounds of corn, (sacked,) at \$2.64 per 100 pounds; 10,000 pounds of barley, (sacked,) at \$3.67 per 100 pounds.	1,500
529	do	do	30,000 pounds of bran, (sacked,) at \$2 per 100 pounds	200
530	do	Capt. J. H. Belcher with Louis Rosenbaum	100,000 pounds of corn, (sacked,) at \$2.73 per 100 pounds; 50,000 pounds of barley, (sacked,) at \$3.93 per 100 pounds.	2,000
531	Fort Craig, N. Mex.	Capt. J. H. Belcher with Michaelis Fisher	85 tons of gramma-hay, at \$8.43 per ton	300
532	do	Capt. J. H. Belcher with Julian Montoya	40 tons of hay, at \$7.50 per ton; 50 tons, at \$8 per ton	300
533	do	Capt. J. H. Belcher with Aristide Bourquet	1,000 bushels of charcoal, at 20 cents per bushel	100
534	do	Capt. J. H. Belcher with Michaelis Fisher	500 cords of wood, at \$5 per cord	1,000
535	do	Capt. J. H. Belcher with Willi Spiegelberg	150,000 pounds of corn, (sacked,) at \$1.79 per 100 pounds	1,000

536	Fort Garland, Colo.....	Oct. 2, 1875	Capt. J. H. Belcher with A. Staab	20,000 pounds of bran, at \$2.49 per 100 pounds.....	200
537	do	Oct. 22, 1875	Capt. J. H. Belcher with Ferdinand Myer.....	100,000 pounds of oats, at \$3.29 per 100 pounds; 50,000 pounds of corn, at \$2.59 per 100 pounds.....	2,000
538	Fort Stanton, N. Mex	Oct. 2, 1875	Capt. J. H. Belcher with W. Rosenthal.....	30,000 pounds of barley, at \$5 per 100 pounds.....	500
539	Fort Garland, Colo.....	Oct. 2, 1875	Capt. J. H. Belcher with Willi Spiegelberg	100,000 pounds corn, (sacked,) at \$2.37 per 100 pounds; 150,000 pounds corn, (sacked,) at \$2.49 per 100 pounds.....	5,000
540	Fort Stanton, N. Mex	Oct. 22, 1875	Capt. J. H. Belcher with Paul Dowlin	75,000 pounds of corn, at \$2.75 per 100 pounds.....	1,000
541	do	Oct. 6, 1875	Capt. J. H. Belcher with Louis Huning.....	21,000 pounds of bran, at \$2.50 per 100 pounds.....	200
542	do	Oct. 18, 1875	Capt. J. H. Belcher with B. J. Baco.....	465,000 pounds of American seed-corn, at \$2.83 per 100 pounds; 30,000 pounds of barley, (sacked,) at \$5 per 100 pounds.....	5,000
543	Fort McRae, N. Mex	Aug. 20, 1875	Capt. J. H. Belcher with Dionicio Jaramilo.....	250 tons of gramma-hay, at \$7.40 per ton.....	1,000
544	do	Sept. 4, 1875	Capt. J. H. Belcher with Andres Gonsalez.....	400 cords wood, cotton, at \$2.95 per cord.....	500
545	do	Sept. 4, 1875	Capt. J. H. Belcher with Rafael Tafallo.....	600 bushels charcoal, cottonwood, at 18 cents per bushel	100
546	do	Oct. 6, 1875	Capt. J. H. Belcher with Louis Rosenbaum.....	50,000 pounds barley, sacked, at \$3.85 per 100 pounds.....	1,000
547	do	Oct. 7, 1875	Capt. J. H. Belcher with Thomas J. Ball.....	10,000 pounds bran, at \$2.50 per 100 pounds	100
548	do	Oct. 7, 1875	Capt. J. H. Belcher with Willi Spiegelberg.....	250,000 pounds corn, sacked, at \$1.94 per 100 pounds.....	2,000
549	Fort Wingate, N. Mex	Aug. 31, 1875	Capt. J. H. Belcher with D. Provencher	500 tons hay, bottom-grass, at \$41 per ton; 50 tons hay, gramma-grass, at \$45 per ton.....	8,000
550	do	Aug. 25, 1875	Capt. J. H. Belcher with J. R. Crane.....	1,200 bushels charcoal, at 35 cents per bushel.....	200
551	do	Aug. 21, 1875	Capt. J. A. Belcher with Lusiano Baca.....	1,200 cords wood, piñon, at \$3.10 per cord	1,500
552	do	Oct. 2, 1875	Capt. J. H. Belcher with Willi Spiegelberg.....	200,000 pounds corn, sacked, at \$2.83 per 100 pounds; 305,000 pounds corn, sacked, at \$2.84 per 100 pounds.....	5,000
553	do	Oct. 20, 1875	Capt. J. H. Belcher with D. Provencher.....	400,000 pounds barley, sacked, at \$4.30 per 100 pounds.....	1,000
554	do	Oct. 6, 1875	Capt. J. H. Belcher with Louis Huning.....	15,000 pounds bran, at \$2.69 per 100 pounds	200
555	do	Oct. 6, 1875	Capt. J. H. Belcher with Romona Baca.....	55,000 pounds barley, at \$4.75 per 100 pounds.....	1,000
556	do	Oct. 6, 1875	Capt. J. H. Belcher with Tranquilino Luna.....	300,000 pounds corn, at \$2.80 per 100 pounds.....	3,000
557	Camp Baker, Mont.....	June 7, 1875	Maj. Benjamin C. Card with G. C. McFadden.....	284,000 pounds oats, at \$2.45 per 100 pounds.....	3,300
558	do	June 7, 1875	Maj. Benjamin C. Card with Perry J. Moore.....	500 cords wood, pine, at \$4.93 per cord; 500 cords wood, ash, at \$5.50 per cord.....	1,800
559	Camp McDowell, Ariz	Apr. 27, 1875	Maj. John G. Chandler with John Smith	500,000 pounds hay, sorghum, at \$19.90 per ton; 100,000 pounds hay, alfalfa and barley, at \$21 per ton; 200,000 pounds barley, in sacks, at \$3.45 per 100 pounds; 300 cords wood, hard, at \$5.95 per cord; 1,000 bushels charcoal, at 65 cents per bushel.....	4,000
560	do	Apr. 27, 1875	Maj. John G. Chandler with Charles Whitlow.....	300 cords soft wood, at \$4.50 per cord	400
561	Camp Apache, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with David Dunham.....	1,800,000 pounds hay, at \$17 per ton; 200 cords hard wood, at \$3 per cord	
	Camp Bowie, Ariz	Apr. 27, 1875	do	600,000 pounds hay, at \$12.20 per ton; 200 cords hard wood, at \$6.50 per cord; 200 cords soft wood, at \$6.50 per cord; 1,000 bushels charcoal, at 65 cents per bushel.....	
	Camp Grant, Ariz.....	Apr. 27, 1875	do	2,000,000 pounds hay, at \$10.60 per ton; 1,000 cords soft wood, at \$5.98 per cord.....	12,000
	Camp San Carlos, Ariz.....	Apr. 27, 1875	do	500,000 pounds hay, at \$11.55 per ton; 500 cords soft wood, at \$4 per cord.....	
562	do	Apr. 27, 1875	do	1,000 bushels charcoal, at 50 cents per bushel.....	4,000
563	Camp La Paz, Ariz.....	Apr. 27, 1875	Maj. John G. Chandler with Bailey & Clouton.....	400,000 pounds barley, at \$3.74 per 100 pounds.....	
	Camp McDowell, Ariz	Apr. 27, 1875	Maj. John G. Chandler with Morris Goldwater	100,000 pounds barley, sacked, at \$3.74 per 100 pounds.....	
	Camp Verde, Ariz.....	Apr. 27, 1875	do	100,000 pounds barley, sacked, at \$2.74 per 100 pounds.....	6,000
	Whipple depot, Ariz.....	Apr. 27, 1875	do	150,000 pounds barley, sacked, at \$4.44 per 100 pounds.....	
	Camp McDowell, Ariz	Apr. 27, 1875	do	200,000 pounds barley, sacked, at \$4.49 per 100 pounds.....	
564	Camp Verde, Ariz	Apr. 27, 1875	Maj. John G. Chandler with Michael Goldwater	100,000 pounds barley, sacked, at \$2.45 per 100 pounds.....	
	Whipple depot, Ariz	Apr. 27, 1875	do	200,000 pounds barley, sacked, 100,000 pounds at \$4.37½ per 100 pounds, and 100,000 pounds at \$4.59 per 100 pounds.....	4,000
			do	100,000 pounds barley, sacked, at \$4.45 per 100 pounds.....	

Abstract of contracts made by the Quartermaster's Department, &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.
565	Fort Richardson, Tex.....	Lieut. Col. S. B. Holabird with F. F. Foscoe....	Lease of site of Fort Richardson, Tex., at \$300 per annum .....	.....
566	Fort Griffin, Tex.....	Lieut. Col. S. B. Holabird with T. E. Jackson....	Lease of Fort Griffin, Tex., (part of site,) at \$90 per annum .....	.....
567	Fort Stockton, Tex.....	Lieut. Col. S. B. Holabird with Peter Gallagher	Lease of site, Fort Stockton, Tex., at \$600 per annum, and lease of	.....
			site, post garden, at \$200 per annum.	.....
568	Austin, Tex.....	Lieut. Col. S. B. Holabird with James H. Har-	Lease of part of lot No. 17, division O, Austin, Tex., at \$25 per month...	.....
		rington.		.....
569	Fort Griffin, Tex.....	Lieut. Col. S. B. Holabird with D. M. Dowell....	Lease of part of site of Fort Griffin, Tex., at \$100 per annum .....	.....
570	Ringgold Barracks, Tex ..	Lieut. Col. S. B. Holabird with Victor Morel ..	1,200 bushels of charcoal, at 18 cents per bushel.....	\$100
571	Fort McKavett, Tex.....	Lieut. Col. S. B. Holabird with Oscar Splitt-	1,680 bushels of charcoal, at 25 cents per bushel.....	200
		gerber.		.....
572	Fort Clark, Tex.....	Lieut. Col. S. B. Holabird with James H. Taylor	96,000 pounds of oats, at \$1.30 per bushel.....	600
573	Fort Griffin, Tex.....	Lieut. Col. S. B. Holabird with J. B. Matthews	1,500 cords of wood, at \$4.49 per cord.....	5,000
574	Santa Fé, N. Mex	Capt. J. H. Belcher with Willi Spiegelberg	150,000 pounds of corn, (sacked,) at \$1.87 per 100 pounds; 150,000 pounds	2,000
			of corn, (sacked,) at \$1.97 per 100 pounds.	.....
575	do	Capt. J. H. Belcher with P. Seligman	150,000 pounds of corn, (sacked,) at \$1.97 per 100 pounds	1,000
576	do	Capt. J. H. Belcher with A. Staab	15,000 pounds of bran, at \$2 per 100 pounds	100
577	do	Capt. J. H. Belcher with Louis Gold	do	100
578	Fort Quitman, Tex.....	Lieut. Col. Charles H. Tompkins with J. L.	Lease of Fort Quitman, Tex., at \$300 per annum .....	.....
		Lockwood.		.....
579	Transportation to Texas..	Capt. A. S. Kimball with Trinidad Romero....	Furnishing 6 six-mule teams, from Santa Fé, N. Mex., to Texas,	.....
			(loaded,) at \$8 per day; same teams, (unloaded and returning), at \$4	.....
			per day.	.....
580	Fort Bayard, N. Mex.....	Capt. J. H. Belcher with John Martin	Furnishing transportation for delivery at Fort Bayard, New Mex., of	6,000
			10,000 telegraph-poles, \$16,999.	.....
581	New York City.....	Maj. C. G. Sawtelle with Frederick Baker	Charter of steamer General Meade, at \$550 per day .....	.....
582	Madison Barracks, N. Y ..	Maj. Henry C. Hodges with B. Eveliegh.....	300,000 pounds of anthracite coal, (egg,) at \$7.05 per ton; 262,000 pounds	750
			of anthracite coal, (stove,) at \$7.35 per ton; 275 cords of hard wood,	.....
			at \$6 per cord; 35,000 pounds of oats, at \$2 per 100 pounds; 40,220	.....
			pounds of hay, (timothy, loose,) at \$12 per ton; 33,360 pounds of	.....
			straw, (loose,) at \$8 per ton; 560 pounds of bran, at \$2 per 100 pounds.	.....
583	Fort Porter, N. Y	Maj. Henry C. Hodges with George W. Stearns	5,000 pounds of bran, at 1½ cents per pound; 40,880 pounds of hay,	200
			(timothy, baled,) at \$20 per ton; 30,400 pounds of straw, (baled,) at	.....
			\$15 per ton.	.....
584	do	Maj. Henry C. Hodges with George Orr	30,040 pounds of oats, (sacked,) at 1½ cents per pound.....	113
585	do	Maj. Henry C. Hodges with E. P. Hollister	100,000 pounds of Pittsburgh bituminous coal, at \$6 per ton; Bryer's	100
			Hill bituminous coal, at \$6.50 per ton; cannel bituminous coal, at	.....
			\$7 per ton.	.....
586	Buffalo, N. Y	Maj. Henry C. Hodges with George Orr	Hard wood, as required, at \$7 per cord: oats, as required, at 1½ cents	200
			per pound; hay, as required, at \$22 per ton; straw, as required, at	.....
			\$15 per ton.	.....
587	do	Maj. Henry C. Hodges with E. P. Hollister	Anthracite coal, (chestnut,) as required, at \$7.13 per ton; anthracite	200
			coal, (stove,) as required, at \$7.38 per ton; bituminous coal, (Bryer's	.....
			Hill,) as required, at \$6.50 per ton; bituminous coal, (Pittsburgh,) as	.....
			required, at \$6 per ton; bituminous coal, (cannel,) as required, at	.....
			\$7.10 per ton.	.....

Abstract of contracts made by the Quartermaster's Department &c.—Continued.

No.	Place and date.	Parties.	Nature of contract.	Bond.
632	Omaha Barracks, Nebr.	Lieut. Col. Alex. J. Perry with John H. Lynds.	710 cords wood, at \$8.23 per cord.....	\$2,000
633	do	Lieut. Col. Alex. J. Perry with S. C. Rose.....	600 tons hay, at \$6.62 per ton.....	1,000
634	Camp Robinson, Nebr.	Lieut. Col. Alex. J. Perry with E. D. Lane	2,500 cords wood, at \$4.95 per cord.....	3,000
635	Fort Sanders, Wyo.	do	550 cords wood, at \$3.91 per cord.....	1,000
636	do	do	360 tons hay, at \$7.41 per ton	1,000
637	Sidney Barracks, Nebr.	do	230 cords wood, at \$7.48 per cord.....	1,000
638	Fort D. A. Russell	do	100 cords wood, at \$5.48 per cord.....	1,000
639	North Platte, Nebr.	Lieut. Col. Alex. J. Perry with Chas. McDonald	170 cords wood, at \$6.43 per cord.....	1,000
640	do	Lieut. Col. Alex. J. Perry with Edward Calhoun	50 tons hay, at \$4.43 per ton	1,000
641	Sidney Barracks, Nebr.	Lieut. Col. Alex. J. Perry with John Burgess..	40 tons hay, at \$12.50 per ton	1,000
642	do	Lieut. Col. Alex. J. Perry with L. Murrin.....	800 tons hay, at \$13.85 per ton	3,000
643	Camp Robinson, Nebr.	Lieut. Col. Alex. J. Perry with John E. Evans..	600 tons hay, at \$15.37 per ton	2,000
644	Camp Douglas, Utah.....	Capt. George W. Davis with Watson Brothers..	Brick and stone masonry, at schedule rates.....	4,000
645	Fort Sill, Ind. Ter	Col. Stewart Van Vliet with T. M. Green.....	Corn to November 15, 1875, at \$2.97 per 100 pounds; subsequent deliveries, at \$1.99 per 100 pounds—2,000,000 pounds.	15,000
646	do	do	600,000 pounds oats, at \$3.09 per 100 pounds.....	6,000
647	Fort Concho, Tex.	Lieut. Col. S. B. Holabird with Adams & Wicks	Lease of site of Fort Concho, at \$650 per annum .....	.....
648	Standing Rock Ag'y, Dak.	Capt. J. S. Poland with Fowler & Marsh	100,000 feet building-logs, at 74 cents per linear foot.....	.....
649	Fort Craig, N. Mex.	Lieut. George H. Kinzie with P. H. Kelley.....	200 bushels jaspe, at \$1.09 per bushel.....	.....
650	do	Lieut. George H. Kinzie with John Fernbach..	Plastering, whitewashing, &c., at \$140.09 .....	.....
651	do	Lieut. George H. Kinzie with Julian Montoya..	700 bushels lime, at 68 cents per bushel .....	.....
652	Fort Benton, Mont.	Maj. Benjamin C. Card with John W. Power ..	78 tons hay, at \$16.87 per ton .....	.....
653	do	do	730 cords soft wood, at \$6.99 9-10 per cord.....	.....
654	Omaha depot, Nebr.	Lieut. Col. Alex. J. Perry with C. P. Mahen.....	250 tons hay, at \$6.49 per ton.....	1,000
655	Raleigh, N. C.	Lieut. Col. Jas. A. Ekin with Peters Brothers..	Oats, as required, at 87 cents per bushel.....	.....
656	Greenville, S. C.	Lieut. Col. Jas. A. Ekin with M. R. Beeco.....	Hard wood, as required, at \$3 per cord	150
657	Fort Stanton, N. Mex.	Capt. J. H. Belcher with José Montoya.....	300 tons hay, at \$13.19 per ton.....	4,000
658	Allegheny arsenal, Pa.	Capt. O. E. Michaelis with Duquesne Coal Company, (Alexander Gordon, president.)	10,000 bushels bituminous coal, at 84 cents per bushel; 40 cords kindling-wood, at \$12 per cord; 40 cords hard wood, at \$8 per cord.	1,000
659	do	Capt. O. E. Michaelis with Laing & McKallip..	20,000 pounds white oats, at 65 cents per bushel; 25,000 pounds timothy hay, at \$26 per ton; 12,000 pounds oat-straw, at \$20 per ton; 30 tons anthracite coal, at \$8 per ton.	1,000
660	Camp Harney, Oreg.	Maj. R. N. Batchelder with J. Wise.....	150,000 pounds oats, at \$3 25 per 100 pounds	2,000
661	Colfax, La.	Maj. J. A. Potter with M. M. Ada Calhoun.....	Lease of site of post of Colfax, La., at \$100 per annum.....	.....
662	Boston, Mass.	Capt. J. G. C. Lee with Louisa Dyer	Lease of building, No. 2 Bulfinch street, at \$166.66 per month .....	.....
663	Newport Barracks, Ky.	Lieut. Col. James A. Ekin with J. W. Fisher & Co.	Corn, (shelled,) as required, at 75 cents per bushel; oats, as required, at 65 cents per bushel; timothy hay, as required, at \$23 per ton; straw, as required, at \$14 per ton.	1,000

Official:

QUARTERMASTER-GENERAL'S OFFICE,
WASHINGTON, D. C., January 4, 1876.

RUFUS INGALLS,
Acting Quartermaster-General, Brevet Major-General, U. S. A.

OFFICE OF THE CHIEF SIGNAL-OFFICER,
Washington, D. C., January 6, 1876.

SIR: In pursuance of an act of Congress, approved April 21, 1808, requiring statement to be made each year of contracts entered into during the year previous, I have the honor to report that during the year 1875 the following contracts were made with this Office, viz:

Messrs. Watts & Co., Baltimore, Md.; George C. Maynard, Washington, D. C.; L. G. Tillotson & Co., New York City; Partrick & Carter, Philadelphia, Pa., dated September 15, 1875, furnishing telegraphic supplies; also, with A. A. McCullough, of Norfolk, Va., on the 20th of September, 1875, for furnishing and erecting telegraph-poles on the route of a telegraph-line between Cape Hatteras and Wilmington, N. C.; and again with A. A. McCullough, on the 8th of October, 1875, for distributing telegraph-materials, &c., along the route of telegraph-line between Wilmington and Cape Hatteras, N. C.

Very respectfully, your obedient servant,

ALBERT J. MYER,

Brig. Gen., (Brevet Assigned,) Chief Signal-Officer of the Army.

The Hon. SECRETARY OF WAR,
Washington, D. C.

WAR DEPARTMENT,
OFFICE COMMISSARY-GENERAL OF SUBSISTENCE,
Washington, D. C., November 18, 1875.

SIR: I have the honor to inclose herewith a statement of contracts made in the Subsistence Department during the fiscal year ended June 30, 1875, required by Revised Statutes, section 229, page 36.

Very respectfully, your obedient servant,

R. MACFEELY,

Commissary-General of Subsistence.

The Hon. SECRETARY OF WAR.

Statement of contracts made in the Subsistence Department during the fiscal year ended June 30, 1875.

Name of contractor.	Place of delivery.	By whom made.	Date.	Commencing.	Ending.	Price paid for—	Remarks.
Heinrich, W	Saint Louis arsenal, Mo	Young, Capt. J. D	July 1, 1874	July 1, 1874	June 30, 1875	Fresh beef and mutton, 5 cts. per lb.	Sales.
Do	do	do	July 1, 1874	July 1, 1874	June 30, 1875	Fresh beef and mutton, 10½ cts. per lb.	Sales.
Catron, G. A	Chattanooga, Tenn	Kilburn, Col. C. L	July 1, 1874	July 1, 1874	Dec. 31, 1874	Fresh beef, 6½ cts. per lb	
McElwee, S. A	Yorkville, S. C	do	July 1, 1874	July 1, 1874	Dec. 31, 1874	Fresh beef, 10 cts. per lb	
Trempe, L. P	Fort Brady, Mich	Simpson, Col. M. D. L	July 1, 1874	July 1, 1874	June 30, 1875	Fresh beef, 16 cts. per lb	
O'Brien, P	Watervliet arsenal, N. Y	Pitman, Lieut. John	July 1, 1874	July 1, 1874	Dec. 31, 1874	Fresh beef, 11 cts. per lb	
Masters, B. A	Saint Augustine, Fla	Kilburn, Col. C. L	July 1, 1874	July 1, 1874	Dec. 31, 1874	Fresh beef, 8 cts. per lb	
Schindler, T. E	Rock Island, Ill	Varney, Lieut. A. L	July 1, 1874	July 1, 1874	June 30, 1875	Fresh beef, 9½ cts. per lb	
Price, F. D	Fort Johnston, N. C	Kilburn, Col. C. L	July 1, 1874	July 1, 1874	June 30, 1875	Fresh beef, 10 cts. per lb	
Dancy, Thomas	Kaleigh, N. C	do	July 21, 1874	July 1, 1874	Dec. 31, 1874	Fresh beef, 8½ cts. per lb	
Corbett, M. F	Fort Stockton, Tex	Schreiner, Capt. H	July 8, 1874	July 1, 1874	June 30, 1875	Fresh mutton, 10 cts. per lb	
Do	do	do	July 8, 1874	July 1, 1874	June 30, 1875	Mutton-sheep, 6 cts. per lb	
Do	do	do	July 8, 1874	July 1, 1874	June 30, 1875	Beef-cattle, 4 cts. per lb	Net.
Do	do	do	July 15, 1874	July 15, 1874	Sept. 15, 1874	do	Gross, 130 head.
Ide, Henry	Fort Rice, Dak	Du Barry, Maj. B	July 16, 1874	Aug. 1, 1874	June 30, 1875	Fresh beef, 9.7 cts. per lb	
Pendergast, S	Fort Totten, Dak	do	July 16, 1874	Aug. 1, 1874	June 30, 1875	Fresh beef, 8.73 cts. per lb	
Do	Fort Abercrombie, Dak	do	July 16, 1874	Aug. 1, 1874	June 30, 1875	Fresh beef, 7½ cts. per lb	
Dancette, Jos.	Fort Ripley, Minn	do	July 16, 1874	Aug. 1, 1874	June 30, 1875	Fresh beef, 10½ cts. per lb	
Parker, T. E.	Fort Seward, Dak	do	July 14, 1874	Aug. 1, 1874	June 30, 1875	Fresh beef, 9.8 cts. per lb	
Brown, James	Fort Pembina, Dak	do	July 23, 1874	Aug. 1, 1874	June 30, 1875	Fresh beef, 8½ cts. per lb	
Pratt & Ferris	Fort Randall, Dak	do	July 22, 1874	Aug. 1, 1874	June 30, 1875	do	
Burgit, R	Fort Abraham Lincoln, Dak	do	July 13, 1874	Aug. 1, 1874	June 30, 1875	Fresh beef, 10 cts. per lb	
Collins, Alex.	Lancaster, Ky	Kilburn, Col. C. L	Aug. 15, 1874	Sept. 1, 1874	Mar. 1, 1875	Fresh beef, 4 cts. per lb	
Chamberlain, jr., H	Ringgold Barracks, Tex	Schreiner, Capt. H	July 6, 1874	July 1, 1874	June 30, 1875	Fresh beef, 4.73 cts. per lb	
Do	Fort McIntosh, Tex	do	July 6, 1874	July 1, 1874	June 30, 1875	Fresh beef and beef-cattle, 6.87 cts. per lb.	
Voorhees & Kennard ..	Fort Cameron, Utah	Hawkins, Maj. J. P.	July 24, 1874	July 1, 1874	June 30, 1875	Beef-cattle, 3.67 per lb	Gross, 40 head.
Johnson & Morrish ..	Fort Wadsworth, Dak	Du Barry, Maj. B	Aug. 31, 1874	Aug. 31, 1874	Sept. 25, 1874	Fresh beef, 10 cts. per lb	
Hudson, W. C	Humboldt, Tenn	Kilburn, Col. C. L	Sept. 1, 1874	Sept. 1, 1874	Dec. 31, 1874	Fresh beef, 6½ cts. per lb	
Wheeler, H. A	Fort Snellings, Minn	Du Barry, Maj. B	Aug. 26, 1874	Sept. 1, 1874	June 30, 1875	Fresh beef, 7 cts. per lb	
Campbell, R. G	Holly Springs, Miss	Sullivan, Capt. T. C	Aug. 1, 1874	Aug. 1, 1874	Oct. 31, 1874	Fresh beef, 6½ cts. per lb	
Edmondson, A., & Co ..	Fort Townsend, Wash	Boyle, Lieut. W. H	Aug. 10, 1874	Aug. 21, 1874	June 30, 1875	Fresh beef, 9 cts. per lb	
Buckins, P. T	Frankford arsenal, Pa	Phipps, Lieut. F. H	Dec. 16, 1874	Jan. 1, 1875	June 30, 1875	do	
Robertson, W. H	Fort Whipple, Va	Grimes, Lieut. G. S	Dec. 18, 1874	Jan. 1, 1875	June 30, 1875	Fresh beef, 12 cts. per lb	Sales.
Jones, E. D	Watertown arsenal, Mass	Bryant, Capt. Cullen	Dec. 22, 1874	Jan. 1, 1875	June 30, 1875	Fresh beef, 16 cts. per lb	Sales.
Robertson, W. H	Fort Whipple, Va	Grimes, Lieut. G. S	Dec. 18, 1874	Jan. 1, 1875	June 30, 1875	Fresh beef, 5½ cts. per lb	
Britton, John	Newport Barracks, Ky	Marcotte, Lieut. H	Dec. 26, 1874	Jan. 1, 1875	June 30, 1875	Fresh beef, 12 cts. per lb	
Do	do	do	Dec. 26, 1874	Jan. 1, 1875	June 30, 1875	Fresh beef, 5 cts. per lb	
Hynes & Dale	Marion, N. C	Kilburn, Col. C. L	Oct. 27, 1874	Nov. 1, 1874	Dec. 31, 1874	Fresh beef, 8½ cts. per lb	
Sparks & Sparks	McPherson Barracks, Ga	do	Dec. 15, 1874	Jan. 1, 1875	June 30, 1875	Fresh beef, 10½ cts. per lb	
Chastang, James	Mount Vernon Barracks, Ala	do	Dec. 26, 1874	Jan. 1, 1875	June 30, 1875	Fresh beef, 9½ cts. per lb	
Shoenberger & White ..	Huntsville, Ala	do	Jan. 1, 1875	Jan. 1, 1875	June 30, 1875	Fresh beef, 9½ cts. per lb	
McGrath, P	Watervliet arsenal, N. Y	Pitman, Lieut. John	Jan. 1, 1875	Jan. 1, 1875	June 30, 1875	Fresh beef, 9½ cts. per lb	
Reynolds, A. E	Camp on Sweetwater, Tex	Gilman, Capt. J. H	Dec. 26, 1874	Feb. 1, 1875	June 30, 1875	Fresh beef, 9 cts. per lb	

CONTRACTS OF THE WAR DEPARTMENT.

Ferguson, B. H.	Chattanooga, Tenn	Kilburn, Col. C. L.	1, 1875	Jan.	Jan. 30, 1875	Fresh beef, 8½ cts. per lb.	
Adams, jr., James	Lebanon, Ky.	do	1, 1875	Jan.	June 30, 1875	Fresh beef, 9.90 cts. per lb.	
Wagner, L. P.	Mobile, Ala.	do	1, 1875	Dec.	June 30, 1875	Fresh beef, 9½ cts. per lb.	
Herold, F.	Allegheny arsenal, Pa.	Michaelis, Capt. O. E.	1, 1875	Jan.	June 30, 1875	Fresh beef, 15¼ cts. per lb.	
Deut, James M.	Columbia, S. C.	Kilburn, Col. C. L.	1, 1875	Jan.	June 30, 1875	Fresh beef, 9.875 cts. per lb.	
McElwee, S. A.	Yorkville, S. C.	do	1, 1875	Jan.	June 30, 1875	Fresh beef, 12¼ cts. per lb.	
Jones, J. B.	Fort Macon, N. C.	do	1, 1875	Jan.	June 30, 1875	do	
Emanuel, M. B.	Livingston, Ala.	do	1, 1875	Dec.	June 30, 1875	Fresh beef, 9 cts. per lb.	
Hudson, W. C.	Humboldt, Tenn.	do	1, 1875	Jan.	June 30, 1875	Fresh beef, 8½ cts. per lb.	
Cohen, J. G.	Savannah, Ga.	do	1, 1875	Dec.	June 30, 1875	Fresh beef, 6½ cts. per lb.	
Stephens, J. M.	Frankfort, Ky.	do	1, 1875	Dec.	June 30, 1875	Fresh beef, 8 cts. per lb.	
Hays, George F.	Opelika, Ala.	do	1, 1875	Jan.	June 30, 1875	do	
Cunningham, G. J.	Charleston, S. C.	do	1, 1875	Feb.	June 30, 1875	Fresh beef, 12 cts. per lb.	
Kerlin, George W.	Fort Gibson, Ind. T.	Schreiner, Capt. H.	1, 1874	July	June 30, 1875	Fresh beef, 6 cts. per lb.	
Dancy, Thomas	Raleigh, N. C.	Kilburn, Col. C. L.	1, 1875	Mar.	June 30, 1875	Fresh beef, 9.90 cts. per lb.	
McCarthy, J., & Co.	Saint Louis, Mo	Penrose, Capt. C. B.	1, 1875	Apr.	June 30, 1876	Fresh beef and mutton, 6.65 cts. per lb.	
Do.	Saint Barracks, Mo	do	1, 1875	Apr.	June 30, 1876	do	
Do.	Saint Louis, Mo	do	1, 1875	Apr.	June 30, 1876	Fresh beef and mutton, 9.45 cts. per lb.	
Do.	Saint Barracks, Mo	do	1, 1875	Apr.	June 30, 1876	do	
Newman, S., & Co.	San José Point, Cal.	Wilson, Capt. T.	1, 1875	May	June 30, 1876	Fresh beef, 3.74 cts. per lb.	Coin.
Do.	Presidio, San Francisco, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Angel Island, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Alcatraz Island, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Yerba Buena Island, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	San Francisco, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	San José Point, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Presidio, San Francisco, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Angel Island, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Alcatraz Island, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Yerba Buena Island, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	San Francisco, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	San José Point, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Presidio, San Francisco, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Angel Island, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Alcatraz Island, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Yerba Buena Island, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Benicia Barracks, Cal.	do	1, 1875	May	June 30, 1876	do	Do.
Do.	do	do	1, 1875	May	June 30, 1876	do	Do.
Do.	do	do	1, 1875	May	June 30, 1876	do	Do.
Do.	Fort Wadsworth, N. Y.	Simpson, Col. M. D. L.	1, 1875	May	June 30, 1876	Fresh beef, 4.74 cts. per lb.	Sales, coin.
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 12½ cts. per lb.	Do.
Do.	do	do	1, 1875	May	June 30, 1876	Fresh mutton, 10 cts. per lb.	Currency.
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 14 cts. per lb.	Currency sales.
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 25 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 14 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10¼ cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 12½ cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 15 cts. per lb.	Sales.
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10½ cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 8½ cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 14 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	
Do.	do	do	1, 1875	May	June 30, 1876	Fresh beef, 10.44 cts. per lb.	

CONTRACTS OF THE WAR DEPARTMENT.

Statement of contracts made in the Subsistence Department, &c.—Continued.

Name of contractor.	Place of delivery.	By whom made.	Date.	Commencing.	Ending.	Price paid for—	Remarks.
Kimberly, W. H.	Fort Monroe, Va.	Simpson, Col. M. D. L.	June 2, 1875	July 1, 1875	June 30, 1876	Fresh beef, 12.80 cts. per lb.	
Do.	do.	do.	June 2, 1875	July 1, 1875	June 30, 1876	Fresh beef, 21.90 cts. per lb.	
Simonds, William	Fort Warren, Mass.	do.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 14 cts. per lb.	
Do.	do.	do.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 21 cts. per lb.	
Do.	do.	do.	May 31, 1875	July 1, 1875	June 30, 1876	Corned beef, 9 cts. per lb.	
Do.	do.	do.	May 31, 1875	July 1, 1875	June 30, 1876	do.	
Do.	Fort Independence, Mass.	do.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 14 cts. per lb.	
Do.	do.	do.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 21 cts. per lb.	
Do.	do.	do.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 10 cts. per lb.	
Do.	do.	do.	June 2, 1875	July 1, 1875	June 30, 1876	Fresh beef, 10½ cts. per lb.	
Do.	Fort Trumbull Conn.	do.	June 5, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9 cts. per lb.	
Klinck, Charles H.	Fort Adams, R. I.	do.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8½ cts. per lb.	
Spooner, Charles.	Yorkville, S. C.	Kilburn, Col. C. L.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8½ cts. per lb.	
McElwee, S. A.	McPherson Barracks, Ga.	do.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8 cts. per lb.	Coin.
Sparks, J. W., & Son	Humboldt, Tenn.	do.	May 20, 1875	July 1, 1875	June 30, 1876	Fresh beef, 4.90 cts. per lb.	Currency.
Hudson, W. C.	Camp Bidwell, Cal.	Wilson, Capt. Thos.	May 28, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9 cts. per lb.	
McConaughy, R. F.	Frankford, Ky.	Kilburn, Col. C. L.	May 25, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7.74 cts. per lb.	
Stephens, James M.	Fort Stevens, Oregon.	Bell, Capt. W. H.	May 25, 1875	July 1, 1875	June 30, 1876	do.	
Bergman, Isaac.	Fort Canby, Wash.	do.	May 24, 1875	July 1, 1875	June 30, 1876	Fresh beef, 6.23 cts. per lb.	Coin.
Do.	Fort Colville, Wash.	do.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 6 cts. per lb.	
Oppenheimer, I.	Camp Halleck, Nev.	Wilson, Capt. Thos.	June 5, 1875	July 1, 1875	June 30, 1876	Fresh beef, 12½ cts. per lb.	Issues & sales.
Hughes, F. E.	Saint Augustine, Fla. W.	Kilburn, Capt. C. L.	June 1, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7.48 cts. per lb.	
Desselberger, W.	Fort Mackinac, Mich.	Simpson, Col. M. D. L.	June 14, 1875	July 1, 1875	June 30, 1876	Fresh beef, 12½ cts. per lb.	
McNally, Peter	Plattsburgh Barracks, N. Y.	do.	June 12, 1875	July 1, 1875	June 30, 1876	Fresh beef, 25 cts. per lb.	
Leonard, John	Fort Preble, Me.	do.	June 12, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7½ cts. per lb.	
Taylor, W. A.	do.	do.	June 22, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8 cts. per lb.	
Do.	Camp Gaston, Cal.	Wilson, Capt. Thos.	June 8, 1875	July 1, 1875	June 30, 1876	Fresh beef, 11 cts. per lb.	
Minor, Isaac.	Raleigh, N. C.	Kilburn, Col. C. L.	June 10, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9 cts. per lb.	
Crawford, W. R.	Charleston, S. C.	do.	June 7, 1875	July 1, 1875	June 30, 1876	do.	
Cunningham, G. J.	Lebanon, Ky.	do.	June 14, 1875	July 1, 1875	June 30, 1876	Fresh beef, 10 cts. per lb.	
Mackin & Hamilton	Huntsville, Ala.	do.	Mar. 25, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9.73 cts. per lb.	
White, Mike	Department of Arizona	Small, Maj. M. P.	Mar. 25, 1875	July 1, 1875	June 30, 1876	Fresh mutton, 11.87 cts. per lb.	Sales.
Patterson, James	do.	do.	June 21, 1875	July 1, 1875	June 30, 1876	Fresh beef, 12 cts. per lb.	Do.
Do.	West Point, N. Y.	Duvall, Lieut. W. P.	June 15, 1875	July 1, 1875	June 30, 1876	Fresh beef, 24 cts. per lb.	Issues.
Truesdell, D.	Fort Columbus, N. Y.	Rutherford, Lieut. R. G.	June 15, 1875	July 1, 1875	June 30, 1876	do.	Do.
Evans, J. M.	New York City, N. Y.	do.	June 15, 1875	July 1, 1875	June 30, 1876	do.	Sales.
Do.	Fort Columbus, N. Y.	do.	June 15, 1875	July 1, 1875	June 30, 1876	Fresh beef, 5.85 cts. per lb.	Issues.
Do.	New York City, N. Y.	do.	June 10, 1875	July 1, 1875	June 30, 1876	Fresh beef, 22 cts. per lb.	
Do.	New York City, N. Y.	Eagan, Capt. C. P.	June 19, 1875	July 1, 1875	June 30, 1876	Fresh beef, 13 cts. per lb.	
Brown, F. L.	Fort Union, N. Mex.	Bell, Maj. G.	June 19, 1875	July 1, 1875	June 30, 1876	Mutton, 20 cts. per lb.	
Linkins, George W.	Washington, D. C.	do.	June 19, 1875	July 1, 1875	June 30, 1876	Corned beef, 10 cts. per lb.	
Do.	do.	do.	June 19, 1875	July 1, 1875	June 30, 1876	Fresh beef, 10 cts. per lb.	
Do.	do.	do.	June 21, 1875	July 1, 1875	June 30, 1876	Fresh beef, 12½ cts. per lb.	
Huner, Wilson & Co.	Fort Gratiot, Mich.	Simpson, Col. M. D. L.	June 21, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9.80 cts. per lb.	Sales.
Do.	do.	do.	June 21, 1875	July 1, 1875	June 30, 1876	do.	
Leshner, Eliza W.	Fort Porter, N. Y.	do.	June 21, 1875	July 1, 1875	June 30, 1876	do.	

Statement of contracts made in the Subsistence Department, &c.—Continued.

Name of contractor.	Place of delivery.	By whom made.	Date.	Commencing.	Ending.	Price paid for—	Remarks.
McKewen, T.	Camp Independence, Cal	Wilson, Capt. Thomas.	June 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 12½ cts. per lb	Coin.
McCoy, M. C.	Camp Harney, Oreg	Bell, Capt. W. H.	May 31, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7½ cts. per lb	Currency.
Coburn, C. P.	Fort Lapwai, Idaho	do	June 1, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8½ cts. per lb	Do.
Branstetter, H. C.	Fort Boise, Idaho	do	June 2, 1876	July 1, 1875	June 30, 1876	Fresh beef, 6 cts. per lb	Do.
Day, H. B.	Fort Walla Walla, Wash	do	June 2, 1875	July 1, 1875	June 30, 1876	Fresh beef, 2.10 cts. per lb	Do.
Probst & Kirchner	Fort Wingate, N. Mex	Eagan, Capt. C. P.	June 14, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7.99 cts. per lb	Net.
Do	do	do	June 14, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 4 cts. per lb	
Speigleberg, W.	Fort Stanton, N. Mex	do	May 10, 1875	July 1, 1875	June 30, 1876	Fresh beef, 6.97 cts. per lb	
Garrell, J. T.	Fort Johnston, N. C	Kilburn, Col. C. L.	June 11, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9½ cts. per lb	
Garza, Severo.	Fort Brown, Tex	Schreiner, Capt. H.	June 15, 1875	July 1, 1875	June 30, 1876	Fresh beef, 4½ cts. per lb	
Rooney, Frank.	Fort Stockton, Tex.	do	June 12, 1875	July 1, 1875	June 30, 1876	Fresh beef, 4.90 cts. per lb	
Lea, A.	Fort Selden, N. Mex	Eagan, Capt. C. P.	May 10, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9½ cts. per lb	
Probst & Kirchner	Fort Marcy, N. Mex	do	June 14, 1875	July 1, 1875	June 30, 1876	Fresh beef, 5.97 cts. per lb	
Do	Fort Wingate, N. Mex	do	June 14, 1875	July 1, 1875	June 30, 1876	Fresh mutton, 7.97 cts. per lb	
Lucksinger, I.	Austin, Tex	Schreiner, Capt. H.	June 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8 cts. per lb	
Mix, John E.	Ringgold Barracks, Tex	do	June 19, 1875	July 1, 1875	June 30, 1876	Fresh beef, 3 cts. per lb	
Ruch, Louis.	New Orleans, La	Sullivan, Maj. T. C.	June 10, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9½ cts. per lb	
Do	Jackson Barracks, La	do	June 10, 1875	July 1, 1875	June 30, 1876	do	
Murphy, James.	Fort Barrancas, Fla	Russell, Lieut. E. K.	June 14, 1875	July 1, 1875	June 30, 1876	Fresh beef, 13 cts. per lb	
Lawrence, John.	Fort Randall, Dak	Du Barry, Maj. B.	May 29, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8 cts. per lb	
Lewis, George E.	Fort Abraham Lincoln, Dak	do	June 14, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8.37 cts. per lb	
Vaughn, H. R.	Fort Pembina, Dak	do	May 13, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8½ cts. per lb	
Bourret, L. G.	Fort Seward, Dak	do	May 28, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9 cts. per lb	
Haas, H. G.	Fort Snelling, Minn	do	May 27, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7.48 cts. per lb	
Doncette, Joseph	Fort Ripley, Minn	do	May 10, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7½ cts. per lb	
Harris, James R.	Fort Abercrombie, Dak	do	May 19, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8.39 cts. per lb	
Poehler, Henry	Fort Totten, Dak	do	May 1, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9.35 cts. per lb	
Lewis, G. L.	Camp Baker, Mont	do	Apr. 14, 1875	July 1, 1875	June 30, 1876	Fresh beef, 4.95 cts. per lb	
Sauborn, C. S.	Fort Benton, Mont	do	Apr. 14, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9 cts. per lb	
Hutchinson, W. F.	Fort Shaw, Mont	do	Apr. 14, 1875	July 1, 1875	June 30, 1876	Fresh beef, 4.30 cts. per lb	
Maxey, Daniel.	Fort Ellis, Mont	do	Apr. 27, 1875	July 1, 1875	June 30, 1876	Fresh beef, 5.20 cts. per lb	
Hankey, Frank	Fort Buford, Dak	do	Apr. 9, 1875	Apr. 9, 1875	Aug. 1, 1875	Beef-cattle, 4½ cts. per lb	Gross, 100 head.
Poehler, Henry	Fort Sully, Dak	do	Apr. 10, 1875	Apr. 10, 1875	Aug. 1, 1875	Beef-cattle, 3.80 cts. per lb	Gross, 106 head.
Do	Fort Wadsworth, Dak	do	Apr. 10, 1875	Apr. 10, 1875	July 1, 1875	Beef-cattle, 3.34 cts. per lb	Gross, 96 head.
Dent, James M.	Columbia, S. C.	Kilburn, Col. C. L.	June 7, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9½ cts. per lb	
Bergman, I.	Portland, Oreg	Bell, Capt. W. H.	June 16, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 5.24 cts. per lb	
Kelly, H. B.	Fort Laramie, Wyo	Hawkins, Maj. J. P.	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 6.34 cts. per lb	
Do	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 6 cts. per lb	Net.
Waldrauen, M. E.	Cheyenne, Wyo	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 6 cts. per lb	
Do	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 5 cts. per lb	Net.
Noble, W. P.	Camp Brown, Wyo	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 9 cts. per lb	
Do	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 7 cts. per lb	Net.
Hamilton, R. H.	Fort Bridger, Wyo	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 10½ cts. per lb	
Popper, Charles	Fort Cameron, Utah	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 5.62 cts. per lb	
Do	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 5 cts. per lb	Net.

Bratt, John	Fort McPherson, Nebr.	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 5.73 cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 6 cts. per lb	Do.
Waldraven, M. E.	Fort D. A. Russell, Wyo.	do	May 18, 1875	July 1, 1875	June 30, 1876	do	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 5 cts. per lb	Do.
Hutton, C. H.	Fort Sanders, Wyo.	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 5.85 cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 5.85 cts. per lb	Do.
Waldraven, M. E.	Camp Sheridan, Nebr.	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8 cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 6 cts. per lb	Do.
Callahan, J., & Co.	Sidney Barracks, Nebr.	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 3½ cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 6 cts. per lb	Do.
Noble, John	Camp Stambaugh, Wyo.	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 14 cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 8 cts. per lb	Do.
Waldraven, M. E.	Fort Fred Steele, Wyo.	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 6.90 cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	B ef-cattle, 5 cts. per lb	Do.
Strong, A.	Camp Douglas, Utah	do	May 18, 1875	July 1, 1876	June 30, 1876	Fresh beef, 4.40 cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 5 cts. per lb	Do.
Waldraven, M. E.	Camp Robinson, Nebr.	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8 cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 6 cts. per lb	Do.
Harris, R. A.	Omaha, Nebr.	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7½ cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 12½ cts. per lb	Do.
Keith & Barton	North Platte, Nebr.	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 5.37 cts. per lb	Do.
Abbott, C.	Fort Fetterman, Wyo.	do	May 18, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7.90 cts. per lb	Do.
Do.	do	do	May 18, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 7.90 cts. per lb	Do.
Baird, J. P.	Fort Sill, Ind. T.	Gilman, Capt. J. H.	June 23, 1875	July 1, 1875	June 30, 1876	Fresh beef, 3.49 cts. per lb	Net.
Do.	do	do	June 23, 1875	July 1, 1875	June 30, 1876	Beef-cattle, 4½ cts. per lb	Do.
Frazer, G. M.	Fort Davis, Tex.	Schreiner, Capt. H.	June 12, 1875	July 1, 1875	June 30, 1876	Fresh beef, 5.80 cts. per lb	Do.
Jackson, T. E.	Fort Griffin, Tex.	do	June 12, 1875	July 1, 1875	June 30, 1876	Fresh beef, 4.15 cts. per lb	Also cattle.
Mounts, W. J.	Fort Gibson, Ind. T.	Gilman, Capt. J. H.	June 30, 1875	July 1, 1875	June 30, 1876	Fresh beef, 7.65 cts. per lb	Do.
Beiswenger, H. G.	Fort Craig, N. Mex.	Eagan, Capt. C. P.	May 10, 1875	July 1, 1875	June 30, 1876	Fresh mutton, 11 cts. per lb	Do.
Toussaint, H. G.	Fort McRae, N. Mex.	do	May 10, 1875	July 1, 1875	June 30, 1876	Fresh beef, 8.95 cts. per lb	Do.
Do.	do	do	May 10, 1875	July 1, 1875	June 30, 1876	Fresh mutton, 11½ cts. per lb	Do.
Roe, Mary A.	Brooklyn, N. Y.	Reedy, Lieut. W. J.	July 1, 1874	July 1, 1874	June 30, 1875	Complete rations, 50 cts. per ration.	Do.
Rogan, James	Albany, N. Y.	Loshe, Lieut. C. F.	July 1, 1874	July 1, 1874	Dec. 31, 1874	Complete rations, 45 cts. per ration.	Do.
Barrett, D. T.	Cleveland, Ohio	Coe, Capt. J. N.	July 1, 1874	July 1, 1874	Dec. 31, 1874	Complete rations, 51 cts. per ration.	Do.
Bontemps, C.	Chicago, Ill.	Carroll, Capt. Hy	July 2, 1874	July 1, 1874	June 30, 1875	Complete rations, 50 cts. per ration.	Do.
Rossa, J. O'Donovan	New York City.	Harold, Lieut. John	Oct. 2, 1874	Oct. 2, 1874	June 30, 1875	do	Do.
Rogan, James	Albany, N. Y.	Read, Lieut. O. B.	Jan. 1, 1875	Jan. 1, 1875	June 30, 1875	Complete rations, 45 cts. per ration.	Do.
Bontemps, C.	Chicago, Ill.	Bowman, Lieut. A. H.	Nov. 26, 1874	Nov. 26, 1874	June 30, 1875	Complete rations, 50 cts. per ration.	Do.
Potter, John P.	Boston, Mass.	Jewett, Lieut. Charles E.	Dec. 12, 1874	Jan. 1, 1875	June 30, 1875	do	Do.
Do.	do	Harper, Lieut. William	Dec. 8, 1874	Jan. 1, 1875	June 30, 1875	do	Do.
Heilmann, P.	Baltimore, Md.	Benson, Lieut. H. M.	Dec. 18, 1874	Jan. 1, 1875	June 30, 1875	do	Do.
Land, W.	Sacramento, Cal	Sanford, Capt. G. B.	Dec. 17, 1874	Jan. 1, 1875	June 30, 1875	Complete rations, 60 cts. per ration.	Do.
Hite, John M.	Pittsburgh, Pa	Gregg, Lieut. T. J.	Dec. 23, 1874	Dec. 23, 1874	June 30, 1875	Complete rations, 50 cts. per ration.	Do.
Beil, Frank	Cincinnati, Ohio	Cusack, Lieut. P.	Dec. 16, 1874	Dec. 16, 1874	June 30, 1875	do	Do.

Statement of contracts made in the Subsistence Department, &c.—Continued.

Name of contractor.	Place of delivery.	By whom made.	Date.	Commencing.	Ending.	Price paid for—	Remarks.
Weber, Mrs. E.	Baltimore, Md.	Cresson, Lieut. C. C.	Dec. 20, 1874	Jan. 1, 1875	June 30, 1875	Complete rations, 50 cts. per ration.	
Barrett, D. T.	Cleveland, Ohio	Kendall, Lieut. F. A.	Jan. 1, 1875	Jan. 1, 1875	June 30, 1875	do	
Pickens, A.	Columbia, S. C.	Beck, Lieut. W. B.	Jan. 15, 1875	Jan. 15, 1875	June 30, 1875	do	
Hefner, Fritz.	Omaha, Nebr.	Thompson, Lieut. J. C.	Jan. 27, 1875	Jan. 27, 1875	June 30, 1875	do	
Do.	do.	Haughy, Lieut. J. A.	Jan. 16, 1875	Jan. 16, 1875	June 30, 1875	do	
Muller, C.	New Orleans, La.	Western, Lieut. C. B.	Feb. 27, 1875	Mar. 1, 1875	June 30, 1875	do	
Raggio, C. A.	Chicago, Ill.	Luff, Lieut. Edmund.	Feb. 26, 1875	Mar. 1, 1875	June 30, 1875	do	
Do.	do.	Bowman, Lieut. A. H.	May 5, 1875	May 6, 1875	June 30, 1875	do	
Sleven, Joseph.	New York City	Harold, Lieut. John.	June 1, 1875	June 1, 1875	June 30, 1875	do	
Gavin, M. M.	Buffalo, N. Y.	Thompson, Lieut. John P.	June 7, 1875	July 1, 1875	June 30, 1876	do	
Portman, C. M.	New York City	Goodale, Lieut. G. A.	June 14, 1875	July 1, 1875	June 30, 1876	Complete rations, 60 cts. per ration.	
Millard, Sol.	Albany, N. Y.	Read, Lieut. O. B.	June 11, 1875	July 1, 1875	Dec. 31, 1875	Complete rations, 45 cts. per ration.	
Nelson, Barnard.	Boston, Mass.	Jewett, Lieut. Charles E.	June 11, 1875	July 1, 1875	Dec. 31, 1875	Complete rations, 50 cts. per ration.	
Raggio, Charles A.	Chicago, Ill.	Luff, Lieut. Edmund.	June 12, 1875	July 1, 1875	June 30, 1876	do	
Davis, E. S.	Boston, Mass.	Harper, jr., Capt. W.	June 9, 1875	July 1, 1875	June 30, 1876	do	
Land, William.	Sacramento, Cal.	Stewart, Lieut. W. F.	June 12, 1875	July 1, 1875	Dec. 31, 1875	Complete rations, 60 cts. per ration.	
Ewing, Daniel.	Jersey City, N. J.	Munson, Lieut. J. F.	June 21, 1875	July 1, 1875	June 30, 1876	Complete rations, 50 cts. per ration.	
Heinmeyer, A.	Baltimore, Md.	Benson, Lieut. H. M.	June 21, 1875	July 1, 1875	Dec. 31, 1875	do	
Ford, Hannah.	Saint Louis, Mo.	Hartz, Lieut. W. T.	June 15, 1875	July 1, 1875	June 30, 1876	Complete rations, 45 cts. per ration.	
Weber, E.	Baltimore, Md.	Cresson, Lieut. C. C.	June 30, 1875	July 1, 1875	June 30, 1876	Complete rations, 50 cts. per ration.	
Duty, F. J.	Cleveland, Ohio	Kendall, Lieut. F. A.	June 24, 1875	July 1, 1875	Dec. 31, 1875	do	
Rompele, Henry.	Louisville, Ky.	Beck, Lieut. W. H.	June 21, 1875	June 22, 1874	Dec. 31, 1875	do	
Roberts, A. S.	Austin, Tex.	Schreiner, Capt. H.	July 1, 1874	July 1, 1874	June 30, 1875	Corn-meal, 3½ cts. per lb.	
Corbett, M. F.	Fort Stockton, Tex.	do	July 8, 1874	July 1, 1874	June 30, 1875	Salt, 4 cts. per lb.	
Walker, D. F.	Camp Douglas, Utah.	Hawkins, Capt. J. P.	July 2, 1874	July 1, 1874	Dec. 31, 1874	Flour, 4.61 cts. per lb.	
Lesinsky, H.	Fort Bliss, Tex.	Schreiner, Capt. H.	July 4, 1874	July 1, 1874	June 30, 1875	Beans, 3.90 cts. per lb.	
Do.	Fort Quitman, Tex.	do	July 4, 1874	July 1, 1874	June 30, 1875	Beans, 4.40 cts. per lb.	
Do.	Fort Davis, Tex.	do	July 4, 1874	July 1, 1874	June 30, 1875	Flour, 5.70 cts. per lb.	
Do.	Fort Stockton, Tex.	do	July 4, 1874	July 1, 1874	June 30, 1875	Flour, 6.20 cts. per lb.	
Lewis, Thomas.	Fort Ellis, Mont.	Du Barry, Maj. B.	Aug. 27, 1874	Sept. 1, 1874	Feb. 28, 1875	Salt, 5 cts. per lb.	
Grant, E. H.	Marion, N. C.	Kilburn, Col. C. L.	Oct. 27, 1874	Nov. 1, 1874	Dec. 31, 1874	Flour, 4 cts. per lb.	
Willardson, C.	Fort Cameron, Utah.	Hawkins, Maj. J. P.	Dec. 23, 1874	Jan. 1, 1875	June 30, 1875	Flour, 4½ cts. per lb.	
Dausman & Drummond.	Saint Louis, Mo.	Penrose, Capt. C. P.	Apr. 29, 1875	May 29, 1875	Nov. 1, 1875	Tobacco, 57 cts. per lb.	
Ayres, Irvin.	Camp Bidwell, Cal.	Wilson, Capt. Thomas.	May 12, 1875	July 1, 1875	June 30, 1876	Flour, 5½ cts. per lb.	
Do.	do.	do	May 12, 1875	July 1, 1875	June 30, 1876	Lard, 21 cts. per lb.	
Johnson & Spaulding.	Portland, Oreg.	Bell, Capt. W. H.	May 11, 1875	May 14, 1875	Aug. 31, 1875	Sugar-cured hams, 18½ cts. per lb.	Coin.
Bowers, G. W.	Fort Whipple, Ariz.	Small, Capt. M. P.	May 5, 1875	July 1, 1875	June 30, 1876	Beans, 5½ cts. per lb.	Do. Currency.

Name	Location	Contractor	Date	Term	Coin	Quantity	Unit	Price
Bain, B. C.	Camp Verde, Ariz.	do	May 5, 1875	July 1, 1875	Beans, 5.80 cts. per lb.	June 30, 1876		
Lewis, C. H.	Portland, Ore.	Bell, Capt. W. H.	May 17, 1875	May 17, 1875	Fine Liverpool salt, 1½ cts. per lb.	Aug. 31, 1875		
Johnson & Spaulding.	do	do	May 17, 1875	May 17, 1875	Prime mess pork, \$23.50 per bbl.	Oct. 15, 1875		
McCracken, J.	do	do	May 19, 1875	May 19, 1875	Island brown sugar, 10.74 cts. per lb.	Aug. 31, 1875		
Bair, Thomas	Camp Gaston, Cal.	Wilson, Capt. Thomas.	May 21, 1875	July 1, 1875	Flour, 4½ cts. per lb.	June 30, 1876		
Harris & Rhine.	Camp Independence, Cal.	do	May 21, 1875	July 1, 1875	Beans, 6 cts. per lb.	June 30, 1876		
Foster, I. H.	Portland, Ore.	Bell, Capt. W. H.	May 20, 1875	May 20, 1875	Family flour, \$5.25 per bbl.	June 30, 1876		
Holbach, H.	do	do	May 17, 1875	May 17, 1875	Vinegar, 27 cts. per gall.	Oct. 31, 1875		
Hillings, W. B.	Camp McDowell, Ariz.	Small, Maj. M. P.	May 4, 1875	July 1, 1875	Flour, 4.44 cts. per lb.	June 30, 1876		
Drachman, S. H.	Camp Bowie, Ariz.	do	May 4, 1875	July 1, 1875	Beans, 9.62 cts. per lb.	June 30, 1876		
Do.	Camp Grant, Ariz.	do	May 4, 1875	July 1, 1875	Beans, 8.37 cts. per lb.	June 30, 1876		
Do.	Camp Lowell, Ariz.	do	May 4, 1875	July 1, 1875	Beans, 6.93 cts. per lb.	June 30, 1876		
Huning, L.	Camp Apache, Ariz.	do	May 3, 1875	July 1, 1875	Flour, 6½ cts. per lb.	June 30, 1876		
Smith, John	Camp McDowell, Ariz.	do	May 4, 1875	July 1, 1875	Beans, 7 cts. per lb.	June 30, 1876		
Minor, Isaac	Camp Gaston, Cal.	Wilson, Capt. Thomas	May 22, 1875	July 1, 1875	Lard, 20 cts. per lb.	June 30, 1876		
Fish, E. N.	Camp Bowie, Ariz.	Small, Maj. M. P.	May 4, 1875	July 1, 1875	Corn-meal, 7 cts. per lb.	June 30, 1876		
Do.	Camp Grant, Ariz.	do	May 4, 1875	July 1, 1875	do	June 30, 1876		
Do.	Camp Lowell, Ariz.	do	May 4, 1875	July 1, 1875	Corn-meal, 5.60 cts. per lb.	June 30, 1876		
Do.	Camp Harney, Ore.	Bell, Capt. W. H.	May 4, 1875	July 1, 1875	Flour, 4.80 cts. per lb.	June 30, 1876		
Do.	do	do	June 4, 1875	June 4, 1875	Flour, \$4.69½ per 100 lbs.	Nov. 30, 1875		
Openheimer, S.	Fort Colville, Wash.	do	June 7, 1875	June 7, 1875	Family flour, 5.70 cts. per lb.	Nov. 30, 1875		
Worthly, William J.	Fort Craig, N. Mex.	Eagan, Capt. C. P.	June 11, 1875	June 11, 1875	Flour, 4.29 cts. per pound.	Nov. 30, 1875		
Maier, E.	Fort Concho, Tex.	Schreiner, Capt. H.	May 10, 1875	July 1, 1875	Flour, 4.49 cts. per lb.	June 30, 1876		
Murphy, Daniel.	Fort Stockton, Tex.	do	June 10, 1875	July 1, 1875	Corn-meal, 4½ cts. per lb.	June 30, 1876		
Gallagher, Peter	Fort Concho, Tex.	do	May 27, 1875	July 1, 1875	Flour, 5.60 cts. per lb.	June 30, 1876		
Do.	Fort Davis, Tex.	do	June 15, 1875	July 1, 1875	Beans, 7 cts. per lb.	June 30, 1876		
Do.	do	do	June 15, 1875	July 1, 1875	Beans, 6½ cts. per lb.	June 30, 1876		
Murphy, Daniel.	do	do	June 15, 1875	July 1, 1875	Corn-meal, 4 cts. per lb.	June 30, 1876		
Gallagher, Peter	Fort Stockton, Tex.	do	May 27, 1875	July 1, 1875	Flour, 4.90 cts. per lb.	June 30, 1876		
Do.	do	do	June 15, 1875	July 1, 1875	Corn-meal, 4 cts. per lb.	June 30, 1876		
Rosenbaum, L.	Camp Bowie, Ariz.	Small, Maj. M. P.	June 1, 1875	July 1, 1875	Beans, 6½ cts. per lb.	June 30, 1876		
Hubbell, S. L.	Camp Apache, Ariz.	do	May 3, 1875	July 1, 1875	Flour, 5.73 cts. per lb.	June 30, 1876		
Do.	do	do	May 3, 1875	July 1, 1875	Beans, 9 cts. per lb.	June 30, 1876		
Do.	Camp Verde, Ariz.	do	May 3, 1875	July 1, 1875	Corn-meal, 6 cts. per lb.	June 30, 1876		
Muller & Gusdorf.	Fort Garland, Colo.	Eagan, Capt. C. P.	May 10, 1875	July 1, 1875	Corn-meal, 7 cts. per lb.	June 30, 1876		
Do.	Fort Union, N. Mex.	do	May 10, 1875	July 1, 1875	Flour, 5.35 cts. per lb.	June 30, 1876		
Beall, R. V.	Fort Klamath, Ore.	Bell, Capt. W. H.	June 9, 1875	June 9, 1875	Flour, 3½ cts. per lb.	Nov. 30, 1875		
Huning, L.	Fort Marcy, N. Mex.	Eagan, Capt. C. P.	May 10, 1875	July 1, 1875	Flour, 4.95 cts. per lb.	June 30, 1876		
Do.	Fort Wingate, N. Mex.	do	May 10, 1875	July 1, 1875	Flour, 5.38 cts. per lb.	June 30, 1876		
Richard, N.	Camp Grant, Ariz.	Small, Maj. M. P.	May 4, 1875	July 1, 1875	Flour, 5.92 cts. per lb.	June 30, 1876		
Wakefield, G. W.	Fort Shaw, Mont.	Du Barry, Maj. B.	June 21, 1875	June 21, 1875	Flour, 4½ cts. per lb.	Dec. 21, 1875		
Do.	Fort Ellis, Mont.	do	June 21, 1875	June 21, 1875	Flour, 4.40 cts. per lb.	Dec. 21, 1875		
Do.	Camp Baker, Mont.	do	June 21, 1875	June 21, 1875	Flour, 5½ cts. per lb.	Dec. 21, 1875		
Drake, W. H.	Fort Boise, Idaho.	Bell, Capt. W. H.	June 7, 1875	June 7, 1875	Family flour, 4 cts. per lb.	Nov. 30, 1875		
Hayden, C. T.	Camp McDowell, Ariz.	Small, Maj. M. P.	May 4, 1875	July 1, 1875	Corn-meal, 8 cts. per lb.	June 30, 1876		
Do.	Fort Whipple, Ariz.	do	May 4, 1875	July 1, 1875	do	June 30, 1876		
Do.	Camp McDowell, Ariz.	do	May 4, 1875	July 1, 1875	Hominy, 8 cts. per lb.	June 30, 1876		
Do.	Camp Verde, Ariz.	do	May 4, 1875	July 1, 1875	do	June 30, 1876		

Statement of contracts made in the Subsistence Department, &c.—Continued.

Name of contractor.	Place of delivery.	By whom made.	Date.	Commencing.	Ending.	Price paid for—	Remarks.
Hayden, C. T.	Fort Whipple, Ariz	Small, Maj. M. P.	May 4, 1875	July 1, 1875	June 30, 1876	Hominy, 8 cts. per lb	
Fisher & Card	Fort Klamath, Oreg	Bell, Capt. W. H.	June 9, 1875	June 9, 1875	Nov. 30, 1875	Family flour, 3.70 cts. per lb	
Hayden, C. T.	Camp Verde, Ariz	Small, Maj. M. P.	May 4, 1875	July 1, 1875	June 30, 1876	Flour, 6.37 cts. per lb	
Do.	Fort Whipple, Ariz	do	May 4, 1875	July 1, 1875	June 30, 1876	Flour, 6.23 cts. per lb	
Foster, J. H.	Portland, Oreg	Bell, Capt. W. H.	June 14, 1875	June 14, 1875	Nov. 30, 1875	Flour, \$5.14 per bbl	
Do.	Fort Stevens, Oreg	do	June 14, 1875	June 14, 1875	Nov. 30, 1875	Flour, \$5.68 per bbl	
Miller, Marshall & Co.	Fort Townsend, Wash	do	June 14, 1875	June 14, 1875	Nov. 30, 1876	Flour, 3.45 cts. per lb	
Foster, J. H.	Fort Vancouver, Wash	do	June 14, 1875	June 14, 1875	June 30, 1876	Flour, \$5.35 per bbl	
Miller, Marshall & Co.	Fort Canby, Wash	do	June 14, 1875	June 14, 1875	June 30, 1876	Flour, 3.35 cts. per lb	
Vau Osdel & Medley	Lower Brulé agency, Dak	Du Barry, Maj. B.	June 5, 1875	June 5, 1875	Sept. 15, 1875	Hay, \$7.48 per ton	
Connors, W. B.	Fort Buford, Dak	do	June 9, 1875	June 9, 1875	Sept. 15, 1875	Hay, \$8.75 per ton	
Tuman, Edward	Fort Stevenson, Dak	do	June 3, 1875	June 3, 1875	Sept. 15, 1875	Hay, \$6.21 per ton	
Ash, Benjamin	Fort Rice, Dak	do	June 3, 1875	June 3, 1875	Sept. 15, 1875	Hay, \$4.29 per ton	
Cosier, P. B.	Fort Sully, Dak	do	June 7, 1875	June 7, 1875	Sept. 15, 1875	Hay, \$7.75 per ton	
Blair, James	Fort Wadsworth, Kans	do	May 21, 1875	May 21, 1875	Sept. 15, 1875	Hay, \$3.75 per ton	
Field & Ranney	Fort Griffin, Tex	Schreiner, Capt H.	June 26, 1875	July 1, 1875	June 30, 1876	Flour, 6.1 cts. per lb	
Do.	Fort Richardson, Tex	do	June 26, 1875	July 1, 1875	June 30, 1876	Flour, 4.89 cts. per lb	
Putnam, J. E.	Fort Lapwai, Idaho	Bell, Capt. W. H.	June 24, 1875	June 24, 1875	Nov. 30, 1875	Flour, 3.40 cts. per lb	
McCalley, Andrew	Fort Walla Walla, Wash	do	June 11, 1875	June 11, 1875	June 30, 1876	Flour, \$3.22 per bbl	
Isaacs, H. P.	do	do	June 11, 1875	June 11, 1875	June 30, 1876	Flour, 1 1/2 cts. per lb	
Graham, W. C.	Fort Sill, Ind. T	Gilman, Capt. J. H.	June 7, 1875	July 1, 1875	June 30, 1876	Flour, 5.63 cts. per lb	

R. MACFEELEY,
Commissary-General of Subsistence.

OFFICE COMMISSARY-GENERAL OF SUBSISTENCE, November 18, 1875.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 14, 1876.

SIR: In accordance with the fifth section of the act of Congress of April 21, 1808, I have the honor to transmit herewith a list of contracts made by the officers of the Corps of Engineers during the year 1875.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brig. Gen., Chief of Engineers.

Hon. W. W. BELKNAP,
Secretary of War.

List of contracts made by the Engineer Department and received at the Office of the Chief of Engineers during the year 1875, required by the fifth section of the act of April 21, 1808, chapter 48, to be annually reported to Congress.

Contractors.	Date.	Objects and terms of contracts.
H. E. Culpepper, with S. T. Abert, United States civil engineer.	Jan. 7	For dredging in the Elizabeth River, Va., at 24 cents per cubic yard if deposited in water 4 feet in depth at low water, 42 cents if deposited on the marshes bordering on the river, and 38 cents if deposited (thrown off lighters) in water less than 2 feet in depth at low water. Contract expired April 15, 1875.
Do.....	Feb. 5	For furnishing machinery and appliances and dredging for the removal of a wreck and construction of a dike in the Nansemond River, Va., at, for all material deposited in 5 feet water, per cubic yard, 23 cents, and 30 cents per cubic yard if deposited in the marshes; for removing the wreck, \$300, and for constructing the dike, \$3.45 per linear foot. Contract expired June 15, 1875.
David Symons, with Lieut. Col. Q. A. Gillmore, Corps of Engineers.	Feb. 27	For removing from Bowman's jetty, Charleston Harbor, S. S., from 2,000 to 2,500 cubic yards of the stone of said jetty, at \$5.25 per cubic yard. Contract expired October 1, 1875.
Edward Moore, with Lieut. Col. C. S. Stewart, Corps of Engineers.	Mar. 4	For removing Noonday Rock off the harbor of San Francisco to a depth of 47 feet below the plane of mean low water, for \$20,000 in legal-tender notes. Contract expired December 31, 1875.
Thomas P. Morgan, with S. T. Abert, United States civil engineers.	Mar. 16	For constructing a dike at the shoal known as Indian Highland Bar, in the Roanoke River, N. C., at \$2.95 per linear foot. Contract expires by extension February 1, 1876.
William H. Beard, with Maj. W. P. Craighill, Corps of Engineers.	Mar. 30	For dredging in Chester River, Md., at Kent Island Narrows, at 16½ cents per cubic yard. Contract expires by extension June 30, 1876, conditionally.
Macpherson, Willard & Co., with Lieut. Col. J. D. Kurtz, Corps of Engineers.	Apr. 24	For furnishing and delivering iron-work for the construction of a landing-pier in the Delaware Bay, near Lewes, Del., at 6 cents per pound for rolled iron, and 5 cents for cast; 5 cents for pile-shafts; 30 cents for screw-buckles and yokes for cross-braces; 10½ cents for bolts and nuts; 12 cents for collars and clamps. Contract expired October 1, 1875.
Case & Jennings, with Maj. John M. Wilson, Corps of Engineers.	Apr. 28	For excavating from the channel between the piers and in the harbor at Olcott, N. Y., 5,000 cubic yards of red sandstone rock, at 10 cents per cubic yard, and 23,000 cubic yards of mud, sand, gravel, &c., at 14 cents per cubic yard. Contract expires by extension June 1, 1876.
Do.....	Apr. 28	For excavating from the channel between the piers and in the harbor at Oak Orchard, N. Y., 4,000 cubic yards of red sandstone rock, at \$1.10 per cubic yard, 6,000 cubic yards of stiff clay, cemented gravel mixed with cobble-stone, &c., at 60 cents; and 4,000 cubic yards of mud, sand, gravel, &c., at 19½ cents per cubic yard. Contract expired August 1, 1875.
Semelius B. Robinson, with Maj. John M. Wilson, Corps of Engineers.	Apr. 28	For constructing 750 linear feet of breakwater at Little Sodus Harbor, N. Y., and furnishing and delivering the materials at 22 cents per 1,000 feet, board-measure, for sawed hemlock timber and plank; 29 cents for sawed white-pine timber and plank; 4½ cents per pound for wrought-iron screw and washer bolts; 4 cents for wrought-iron drift-bolts, and 5 cents for boat-spikes, and \$6 per cord for stone, all to be delivered and worked in the pier. Contract expired November 1, 1875.
Do.....	Apr. 28	For rebuilding 790 linear feet of the superstructure of the pier and breakwater at Great Sodus Harbor, N. Y., and making minor repairs, and furnishing materials at \$30 per 1,000 feet, board-measure, for sawed white-pine timber and plank; \$100 per 1,000 feet, board-measure, for oak snubbing-posts; 4 cents per pound for wrought-iron drift-bolts, and 5 cents for boat-spikes; and \$1.50 per cord for removing from the superstructure and replacing stone. Contract expired November 1, 1875.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
Francis A. Seymour, with Maj. John M. Wilson, Corps of Engineers.	Apr. 28	For constructing at the harbor of Wilson, N. Y., 90 linear feet of pier-work, complete, and furnishing and delivering materials, at \$26 per 1,000 feet, board-measure, for sawed hemlock timber and plank; \$34 for Canada pine timber and plank; \$50 per 1,000 feet, board-measure, for white-oak posts; 8 cents each for tree-nails; 4½ cents per pound for iron, and \$6 per cord for rubble-stone; all to be delivered and worked in the pier. Contract expired July 1, 1875.
Case & Jennings, with Maj. John M. Wilson, Corps of Engineers.	Apr. 28	For dredging between the piers and at the entrance to the harbor at Putneyville, N. Y., 7,700 cubic yards of stiff clay, cemented gravel, cobble-stones, large boulders, &c., and any material not bed-rock, at 70 cents per cubic yard. Contract expired November 1, 1875.
Hunter & Cunningham, with Maj. John M. Wilson, Corps of Engineers.	Apr. 30	For furnishing material and labor and repairing the west pier at Charlotte, N. Y., and making minor repairs, at \$35 per 1,000 feet, board-measure, for sawed pine timber and plank; \$55 for white-oak posts; 5½ cents per pound for iron; \$5.50 per cord for rubble-stone, and for taking down and putting up again, using the same materials, 573 linear feet of the light-house, 15 cents per linear foot, complete. Contract expired November 1, 1875.
Henry J. Mowry, with Maj. John M. Wilson, Corps of Engineers.	May 1	For furnishing material and constructing 90 linear feet of pier-work, complete, and taking off the timber of the free end of the west pier, where the connection is to be made, and leveling up the superstructure where necessary, at the harbor of Putneyville, N. Y., at \$24 per 1,000 feet, board-measure, for sawed hemlock timber and plank; \$29 for sawed Canada pine timber and plank; \$50 per 1,000 feet, board-measure, for white-oak posts; 30 cents each for tree-nails; 8 cents per pound for iron screw and washer bolts; 10 cents per pound for wrought-iron boat-spikes, and \$5.50 per cord for stone; all to be delivered and worked in the pier. Contract expired November 1, 1875.
Do.....	May 1	For dredging 31,000 cubic yards of mud, clay, sand, gravel, cobble-stones, &c., in the harbor of Wilson, N. Y., at 17 cents per cubic yard. Contract expired November 1, 1875.
Gilbert H. Ferris, with Maj. W. P. Craighill, Corps of Engineers.	May 5	For furnishing all machinery, &c., and performing all labor necessary for excavation at Crisfield Harbor, Md., at 13½ cents per cubic yard. Contract expires June 1, 1876.
Isaac Hamilton, with Lieut. Col. George Thom, Corps of Engineers.	May 6	For furnishing 1,500 tons small, rounded boulders for the breakwater at Richmond's Island, Me., at \$1.10 per ton. Contract expired September 30, 1875.
Hill & Hamilton, with Lieut. Col. George Thom, Corps of Engineers.	May 6	For furnishing 9,000 tons of large quarry-grout for breakwater at Richmond's Island, Me., at \$1.37 per ton. Contract expired November 30, 1875.
Isaac Hamilton, with Lieut. Col. George Thom, Corps of Engineers.	May 6	For removing Dry Rock, situated in the Narrows of Kennebec River, Me., to a depth of 12 feet below the plane of mean low water, in quantity, 1,775 cubic yards, at \$15 per cubic yard. Contract expires under extension August 1, 1876, or to such further time as may be necessary.
James Andrews, with Lieut. Col. George Thom, Corps of Engineers.	May 8	For excavating and removing the ledge, together with the overlying mud, clay, boulders, rotten ledge, &c., which form the shoal in the Cocheco River, N. H., opposite Collins's wharf, to a depth of 4 feet and a width of 40 feet at mean low water, at \$15,000 for the whole job. Contract expired October 31, 1875.
Pierce, Rowe & Co., with Lieut. Col. J. D. Kurtz, Corps of Engineers.	May 10	For furnishing materials and constructing the pier of crib, iron, and stone work in the harbor of New Castle, Del., as described in the specifications, for the sum of \$21,409. Contract expired November 1, 1875.
George W. Townsend, with Lieut. Col. George Thom, Corps of Engineers.	May 12	For removing the sunken ledge from the channel in Hingham Harbor, to a depth of 8 feet below the plane of mean low water, in quantity 100 cubic yards, more or less, at \$39 per cubic yard. Contract expired November 30, 1875; extended to January 1, 1876.
Augustus R. Wright, with Lieut. Col. George Thom, Corps of Engineers.	May 13	For dredging 40,000 cubic yards, more or less, in the harbor of Camden, Me., at 18 cents per cubic yard. Contract expired September 30, 1875.
Do.....	May 13	For dredging 40,000 cubic yards, more or less, in Penobscot River, Me., at 50 cents per cubic yard. Contract expires November 15, 1876.
Do.....	May 13	For dredging 12,500 cubic yards in Cocheco River, N. H., between Collins's wharf and Packet Landing, at 40 cents per cubic yard, and 2,500 cubic yards at Clement's Point Shoal and Trickey's Shoal, at 70 cents per cubic yard. Contract expired December 1, 1875.
Do.....	May 13	For dredging in Plymouth Harbor, Mass., 35,000 cubic yards, more or less, at 23 cents per cubic yard. Contract expires April 1, 1876; extended to June 30, 1876.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
D. E. Bailey, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 13	For furnishing and delivering at Buffalo Harbor, N. Y., material for the construction of the United States breakwater, at 25 cents per linear foot for white-oak piles; \$19.98 per 1,000 feet, board-measure, for sawed timber and lumber; 4½ cents per pound for wrought-iron head nut-screw and two washer-bolts; 5½ cents per pound for spikes; 45 cents per cubic yard for dredging; \$5 per pile for preparing and driving piles; 12 cents per running foot for framing, fitting, placing, boring, cutting the bolts, &c., above and under water, measured in the work; \$7 per 1,000 feet, board-measure, for fastening all scantling and boards, galling, bolting, and fastening in place, and spiking all joists, and fitting, boring, and spiking the planks; and \$6.85 per cord for furnishing and putting in the work all rubble-stone and gravel required to fill the cribs and superstructure. Contract expires June 30, 1876.
Augustus R. Wright, with Lieut. Col. George Thom, Corps of Engineers.	May 13	For dredging 20,000 cubic yards, in Machias River, Me., to a depth of 6 feet below the plane of mean low water, at 45 cents per cubic yard, measured by survey in bed of river. Contract expired September 30, 1876.
George W. Townsend, with Lieut. Col. George Thom, Corps of Engineers.	May 14	For dredging Kelly's Rock, in Boston Harbor, Mass., to a depth of 23 feet at mean low water, (80 cubic yards,) at \$60 per cubic yard, material to be measured on deck of vessel, by weight. Contract expired September 30, 1875.
Curtis, Fobes & Co., with Lieut. Col. George Thom, Corps of Engineers.	May 19	For dredging in Hingham Harbor, Mass., 14,000 cubic yards, at 18 cents per cubic yard. Contract expires May 1, 1876.
Do.....	May 19	For dredging in Boston Harbor, Mass., as follows: At Upper Middle Bar, 90,000 cubic yards, including bowlders not exceeding 6 tons in weight, at 75 cents per cubic yard; for breaking up and removing ledge or bowlders exceeding 6 tons in weight, \$35 per cubic yard. At Nash's Shoal, 200 cubic yards of bowlders, shingle, gravel, &c., at \$5 per cubic yard, for bowlders not exceeding 6 tons in weight, shingle, gravel, &c.; and \$35 per cubic yard for bowlders exceeding 6 tons in weight. Contract expires September 13, 1876.
Do.....	May 19	For dredging 6,500 cubic yards at Currier's Shoal, in the Merrimac River, Mass., at 35 cents per cubic yard. Contract expires under extension June 30, 1876.
C. C. Barker & Son, with Maj. G. Weitzel, Corps of Engineers.	May 22	For dredging gravel at Saint Mary's Falls Canal, Mich., at 35 cents per cubic yard; for framing, putting in place, bolting, and completing the pier, the whole complete except filling, at 7 cents per cubic foot of timber put in place; and 29½ cents per cubic yard for filling in the pier. Contract expired November 1, 1875.
Edwin H. French, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 22	For dredging and removing material from the harbor of Monroe, Mich., at 24 cents per cubic yard. Contract expired December 1, 1875.
William Richardson, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 22	For furnishing and putting upon the work at Maumee Bay, Ohio, at the disposal of the United States, six steam-dredges, with two dump-scows and one steam-tug to each dredge, with crews, machinery, &c., complete for all, and shall maintain the whole equipment in good order until the entire work for the improvement of Toledo Harbor, under the appropriation of March 3, 1875, is finished, excepting from November 1, or sooner if required, until the channel is clear of ice in 1876, when dredging will be resumed, if necessary, at the following prices: Each dredge and equipment, per day of 10 hours' work, \$100; demurrage when idle, (Sundays excepted,) each dredge when so equipped, \$20 per day. Contract expires November 30, 1876.
Smith & Sims, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 22	For furnishing and putting upon the work at the disposal of the United States at Sandusky Bay, Ohio, four steam-dredges, with two scows and one steam-tug to each dredge, with crew, machinery, &c., complete for all, and shall maintain the whole equipment in good order until the entire work under the appropriation for Sandusky City Harbor, Ohio, act March 3, 1875, is finished, excepting from November 1, or sooner if required, until the channel is clear of ice in 1876, when dredging will be resumed, if necessary, at the following prices: For each dredge so equipped when working, per day of 10 hours, \$110; demurrage when idle, (Sundays excepted,) per day, \$25. Contract expires November 30, 1876.
Case & Jennings, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 22	For removing from channel between United States pier and from other places in Vermillion Harbor, as directed, all solid rock by drilling, blasting, and dredging, at \$2.90 per cubic yard; all loose rock required, at 60 cents per cubic yard; and all sand and gravel required, at 35 cents per cubic yard. Contract expires June 30, 1876.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
Smith & Sims, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 22	For dredging and removing from channel between the piers, and from such other points as may be directed, at the harbor of Black Lake River, Ohio, all loose stone, rock, gravel, sand, or clay required, at 28 cents per cubic yard. Contract expired December 1, 1875.
Case & Jennings, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 22	For removing from channel in the harbor of Ashtabula, Ohio, all solid rock, by drilling, blasting, and dredging, at \$1.80 per cubic yard; all loose rock required, at 50 cents; and all sand and gravel, at 50 cents per cubic yard. Contract expires June 30, 1876.
Spalding & Bennett, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 22	For furnishing and delivering to the United States at Dunkirk Harbor, N. Y., all material, labor, tools, machinery, &c., required to continue construction of breakwater, at the following prices: Hemlock timber and lumber, per 1,000 feet, \$12; pine timber and lumber, per 1,000 feet, \$18; oak timber and lumber, per 1,000 feet, \$28; frame, place, bore for bolting, bolt, and secure in place in the work below water all crib-work, 8 cents per linear foot; frame, place, bore for bolting, bolt, and secure in place in superstructure all timber, per linear foot, 8 cents; fit, gain, and fasten all joists, scantling, planks, and boards, per 1,000 feet, board-measure, \$6; furnishing and putting in the work all stone, both above and below water, per cord, \$5.50. Contract expires June 30, 1876.
Do.....	May 22	For furnishing and delivering at Buffalo Harbor, N. Y., all materials, labor, tools, and machinery required to construct a catch-sand pier at that harbor, as follows: Oak piles furnished and driven in place, 25 cents per linear foot; oak sheet-piles, binders, &c., driven, bolted, and fastened in place, \$35 per 1,000 feet, board-measure; pine timber and lumber, per 1,000 feet, board-measure, \$18; hemlock timber and lumber, \$12 per 1,000 feet, board-measure; framing, placing, bolting, and securing, &c., in place in the work below and above water, 8 cents per linear foot; fitting, gaining, and fastening all joists, scantling, planks, and boards, per 1,000 feet, board-measure, \$6; furnishing and putting in the work all stone above and below water, \$5 per cord. Contract expired December 1, 1875.
William H. McCurdy, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 22	For furnishing and delivering, at the harbors of Dunkirk and Buffalo, N. Y., all the wrought-iron material specified in the bills of material at Dunkirk: Drift-bolts, 2½ cents per pound; screw-bolts, 4 cents; headed, bevel-pointed, and washered bolts, 4 cents; spikes, 3¼ cents; at Buffalo: Drift-bolts, 2.4 cents per pound; screw-bolts, 3.8 cents; spikes, 3½ cents. Contract expired November 1, 1875.
John H. Gutches, with Maj. G. L. Gillespie, Corps of Engineers.	May 26	For dredging 40,000 cubic yards, more or less, of sand or gravel at the harbor of Calumet, Ill., at 21½ cents per cubic yard. Contract expired November 15, 1875.
American Dredging Company, of Philadelphia, with Lieut. Col. J. D. Kurtz, Corps of Engineers.	May 28	For excavating and removing from the bar near Fort Mifflin, in the Delaware River, 80,000 cubic yards of sand, mud, and gravel, at 22½ cents per cubic yard. Contract expires June 30, 1876.
Do.....	May 28	For excavating and removing to a depth of 13 feet below low-water line, 75 cubic yards of the fast rock situated on the south slope of the channel of Christiana River, below the Third-street bridge at Wilmington, Del., at \$38 per cubic yard. Contract expired November 30, 1875.
Albert Conro, with Maj. D. C. Houston, Corps of Engineers.	May 28	For dredging at Racine Harbor, Wis., 20,000 cubic yards, at 22 cents per cubic yard. Contract expired October 15, 1875.
William H. Beard, with Lieut. Col. J. D. Kurtz, Corps of Engineers.	May 28	For excavating and removing from Christiana River, near Wilmington, Del., 23,000 cubic yards, more or less, of mud and gravel, at 15¼ cents per cubic yard. Contract expires June 30, 1876.
Do.....	May 28	For excavating and removing from the channel of the Delaware River, on the east side of Periwig Island, 50,000 cubic yards, more or less, of sand, gravel, small stones, and loose material, at 18 cents per cubic yard. Contract expires June 30, 1876.
Albert Conro, with Maj. D. C. Houston, Corps of Engineers.	May 28	For dredging 35,000 cubic yards, at the harbor of Kenosha, Wis., at 20 cents per cubic yard. Contract expired October 15, 1875.
C. M. Cole, with Maj. William E. Merrill, Corps of Engineers.	May 28	For furnishing one steamboat and one crane-boat, each manned and equipped, and employing the same in removing obstructions from the cut-off at the Little Chain on the Wabash River, for the period of three months, more or less, at \$64 per working-day. Contract expired September 10, 1875.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
American Dredging Company, of Philadelphia, with Lieut. Col. J. D. Kurtz, Corps of Engineers.	May 28	For excavating and removing from the Schuylkill River, at and between its mouth and Gibson's Point, 62,500 cubic yards of mud, sand, and gravel, as follows: for that from the mouth of the river and from Girard Point, 18 cents per cubic yard; for that from above Penrose Ferry Bridge, 30 cents per cubic yard; for that from Gibson's Point, 34 cents per cubic yard. Contract expires June 30, 1876.
F. M. Knapp, with Maj. D. C. Houston, Corps of Engineers.	May 28	To complete superstructure over north pier and do repairs at Racine Harbor, Wis., as follows: for 12 by 12 inch pine timber, 22 cents per linear foot used; oak timber, per 1,000 feet, board-measure, \$35; pine plank, per 1,000 feet, board-measure, \$16; white-oak piles, per linear foot, 30 cents; iron drift-bolts, per pound, 4 cents; iron screw-bolts, per pound, 8 cents; spikes, per pound, 7 cents; stone, per cord, \$12.50; brush and slabs, per cord, \$5; framing, (including all labor of construction and filling cribs with stone,) per linear foot of timber used, 15 cents; laying plank, including spiking, per 1,000 feet, board-measure, \$12; driving piles, each, \$5. Contract expired October 15, 1875.
Knapp & Gillen, with Maj. D. C. Houston, Corps of Engineers.	May 28	To construct and put in place 50 feet, more or less, of pier-work at Kenosha Harbor, Wis., as follows: For 12 by 18 inch pine timber, per linear foot, 32 cents; 12 by 18 inch hemlock, per linear foot, 29 cents; 12 by 12 inch pine timber, per linear foot, 22 cents; 12 by 12 inch hemlock timber, per linear foot, 19 cents; oak timber, per 1,000 feet, board-measure, \$30; pine plank, per 1,000 feet, board-measure, \$16; white-oak piles, per linear foot, 30 cents; iron drift-bolts, per pound, 4 cents; iron screw-bolts, per pound, 9 cents; iron spikes, per pound, 7 cents; stone, per cord, \$12; brush and slabs, per cord, \$5; framing, (including all labor of construction,) placing, sinking, and filling cribs with stone, per linear foot of timber used, 15 cents; laying plank, including spiking, per 1,000 feet, board-measure, \$10; driving piles, each, \$5. Contract expired October 15, 1875.
Michael W. Nolan, with Maj. William E. Merrill, Corps of Engineers.	May 29	For excavating a channel 150 feet wide, through the rock bar at Warwick's Ripple, on the Wabash River, at \$1.60 per cubic yard. Contract expires December 1, 1876.
Boyle & Roach, with Maj. G. Weitzel, Corps of Engineers.	May 29	To furnish all the appliances and materials, and perform the work required by specifications for building the masonry of a lock at the Saint Mary's Falls Canal, Michigan, at \$5.25 per cubic yard for masonry, and 50 cents per cubic yard for filling. Contract expires October 1, 1877.
Wilcox & Merry, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 29	To furnish, frame, bolt, spike, fasten, put into the work, and complete the west pier extension at the harbor of Grand River, Ohio, hemlock timber and lumber at \$19.50 per 1,000 feet, board-measure; pine timber and lumber, \$21.50 per 1,000 feet, board-measure; stone, per cord, \$7; piles furnished and driven, per linear foot, 25 cents. Contract expired December 31, 1875.
William H. McCurdy, with Lieut. Col. C. E. Blunt, Corps of Engineers.	May 29	To furnish and deliver to the United States, at the harbor of Grand River, Ohio, wrought-iron material at following prices: All head, nut, screw, and two washer bolts required, at 3 9-10 cents per pound; all drift-bolts required, at 2½ cents per pound; and all spikes required, at 3¼ cents per pound. Contract expired August 1, 1875.
Julius Bien, with Lieut. G. M. Wheeler, Corps of Engineers.	May 29	For furnishing 1,500 copies of each of 25 fossil-plates, (illustrations,) at 2½ cents each. Contract expired January 1, 1876.
The Graphic Company, of New York, with Lieut. G. M. Wheeler, Corps of Engineers.	May 29	For preparing, printing, and delivering 2,000 copies of each of 4 lithographic crayon illustrations, quarto size, and 2,000 copies each of 3 photolithographic quarto illustrations, at, for each 2,000 copies of said 4 lithographic crayon illustrations, \$159.37½, and for each 2,000 copies of said 3 photolithographic illustrations, \$57.56½. Contract expired January 1, 1876.
Julius Bien, with Lieut. G. M. Wheeler, Corps of Engineers.	May 29	For furnishing 2,000 copies each of 25 plates of fossil-illustrations, at \$130 for each 2,000 copies. Contract expired January 1, 1876.
Thomas Sinclair & Son, with Lieut. G. M. Wheeler, Corps of Engineers.	May 29	For 1,500 copies each of 45 zoological plate illustrations, at, for every plate in colors, 6 cents, and for every plate in black, 2 cents. Contract expired January 1, 1876.
Do.....	May 29	For furnishing 2,000 copies each of 50 vertebrate-fossil illustrations, at, for each 2,000 copies, \$100. Contract expired January 1, 1876.
The Graphic Company, of New York, with Lieut. G. M. Wheeler, Corps of Engineers.	May 29	For printing 2,000 copies each of 10 photolithographic atlas-sheets, at, for each 2,000 sheets, \$150. Contract expired January 1, 1876.
Do.....	May 29	For printing and delivering 1,500 copies each of 4 crayon lithographic quarto illustrations and 1,500 copies each of 3 photolithographic illustrations, at \$55.78 for the first and \$37.33½ for the second. Contract expired January 1, 1876.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms and of contracts.
J. R. Osgood & Co., with Lieut. G. M. Wheeler, Corps of Engineers.	May 29	For printing and delivering 1,500 copies each of 7 heliotype illustrations for survey-reports, at \$90 for each 1,500 copies. Contract expired January 1, 1876.
Julius Bien, with Lieut. G. M. Wheeler, Corps of Engineers.	May 29	For engraving and printing 2,000 copies each, in crayon, of atlas-sheets, maps of surveys of Territories west of the 100th meridian, at \$700 for each 2,000 copies. Contract expired January 1, 1876.
Thomas Sinclair & Son, with Lieut. G. M. Wheeler, Corps of Engineers.	May 29	For furnishing 1,500 copies each of 50 vertebrate fossil plate-illustrations, at 2 cents each. Contract expired January 1, 1876.
W. C. Lycett, with Lieut. G. M. Wheeler, Corps of Engineers.	May 31	For binding 30 sets of landscape-photographs, of 50 views each, at \$10 for each bound set of 50 photographs. Contract expired January 1, 1876.
Israel D. Vandecar, with Maj. G. L. Gillespie, Corps of Engineers.	May 31	To remove wreck of an old schooner now lying in the outer basin, covered by the breakwater, at the harbor of Chicago, Ill., at \$3,500 completed. Contract expired September 1, 1875.
Morris & Cummings, with Maj. W. P. Craighill, Corps of Engineers.	May 31	To furnish all machinery, &c., perform all labor necessary, and dredge 320,000 cubic yards, more or less, in the Patapsco River, Md., at 12½ cents per cubic yard. Contract expires June 30, 1876.
Squier & White, with Maj. S. M. Mansfield, Corps of Engineers.	May 31	To construct such pile revetment and effect such removal of sand, other earth, and slabs at the harbor of South Haven, Mich., as may be required; the said Squier & White to furnish all the materials, the labor, material, and appliances of every description necessary, at following prices: Furnishing, framing, bolting, and putting in place pine timber, 24 cents per cubic foot; oak timber, 10 by 12 inch, 30 cents per cubic foot; oak timber, 4 by 8 inch, 20 cents per cubic foot; for furnishing in pier, placed and measured, stone, at \$9 per cord, and slabs, \$1.75 per cord; iron drift-bolts, 4 cents per pound; screw-bolts, 1½-inch, and washers, per pound, 5 cents; Norway pine piles, 10 cents per linear foot; white-oak piles, 12 cents per linear foot; driving piles, 16 cents per linear foot driven; removing slabs, 20 cents per cubic yard; dredging sand, &c., 21 cents per cubic yard. Contract expired November 1, 1875.
Robert M. Steel, with Maj. S. M. Mansfield, Corps of Engineers.	May 31	For furnishing materials, labor, machinery, &c., necessary, and constructing and sinking, at Manistee Harbor, Mich., such cribs as may be required, at, for framing, bolting, putting in place, and sinking, pine timber, 24 cents per cubic foot, and 25 cents for oak; furnishing in piers, placed and measured stone, at \$10.75 per cord, and \$3 per cord for brush; furnishing and using 1½-inch drift-bolts and spikes, per pound, 4½ cents, and 5½ cents for screw-bolts (1½-inch) and washers. Contract expires July 1, 1876.
Do.....	May 31	For furnishing all materials, labor, machinery, &c., necessary, and constructing and sinking such cribs as may be required at the harbor of Ludington, Mich., at 24 cents per cubic yard for framing, bolting, putting in place, and sinking pine timber, and 25 cents for oak; furnishing in pier, placed and measured, stone, at \$10.75 per cord, and \$3 for brush; furnishing and using iron (1½-inch) drift-bolts and spikes, 4½ cents per pound, and 5½ cents per pound for 1½-inch screw-bolts and washers. Contract expired November 1, 1875.
William Patrick, with Col. J. N. Macomb, Corps of Engineers.	May 31	For furnishing all boats, machinery, tools, labor, and material necessary in the prosecution of the work necessary for the improvement of the Illinois River, and performing all work embraced in this contract, at 15 cents per linear foot for furnishing and driving piles; \$2.50 per cord for furnishing and putting brush in place, and the same for furnishing and putting stone in place per cubic yard; 28 cents per cubic yard for dredging; and \$11 per hour each for working one or more dredges, manned and equipped, complete. Contract expires June 30, 1876.
Culbert & Hopkins, with Maj. G. L. Gillespie, Corps of Engineers.	May 31	For constructing and putting in place, in the harbor of Michigan City, Ind., 500 feet of breakwater, as follows: 12 by 18 inch pine timber, 21 cents per linear foot; 12 by 18 inch hemlock and 12 by 12 inch pine timber, 18 cents per linear foot; 12 by 12 inch hemlock timber, 14 cents per linear foot; oak timber, \$22 per 1,000 feet, board-measure, and \$10 for pine plank; white-oak piles, 18 cents per linear foot; iron drift-bolts, headed, 3¾ cents per pound; iron screw-bolts, nuts, and washers, 6 cents per pound; iron dredge-chain, 9 cents per pound; hooks and swivels for chain, \$4 per set; iron spikes, per pound, 5 cents; stone, \$9.50 per cord; brush, \$5.50 per cord; slabs, \$4 per cord; framing, 14 cents per linear foot; laying planks and spiking, \$2 per 1,000 feet, board-measure; driving piles, \$4 each. Contract expires June 30, 1876.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
William L. Smith, with Maj. G. L. Gillespie, Corps of Engineers.	May 31	To furnish all materials, machinery, &c., necessary for extending the north pier of the harbor of Chicago, Ill., 500 feet, more or less, as follows: 12 by 18 inch pine timber, 24 cents per linear foot; 12 by 18 inch hemlock timber, 22 cents per linear foot; 12 by 12 inch pine timber, 18 cents per linear foot; 12 by 12 inch hemlock timber, 16 cents per linear foot; oak timber, \$18 per 1,000 feet, board-measure; \$16 for pine plank; white-oak piles, 16 cents per linear foot; drift-bolts, headed, $4\frac{1}{2}$ cents per pound; screw-bolts, nuts, and washers, $5\frac{1}{2}$ cents per pound; spikes, 4 cents per pound; stone, \$5.75 per cord; brush, \$6 per cord; slabs, \$5.50 per cord; framing, 11 cents per linear foot; laying plank, including spiking, \$3 per 1,000 feet, board-measure; driving piles, each, \$3.50. Contract expires June 30, 1876.
Robert M. Steel, with Maj. G. L. Gillespie, Corps of Engineers.	May 31	To extend the south pier of the harbor at Calumet, Ill., 200 feet, more or less, as follows: 12 by 18 inch pine timber, 25 cents per linear foot; 12 by 18 inch hemlock timber, 21 cents per linear foot; 12 by 12 inch pine timber, 16 cents per linear foot; 12 by 12 inch hemlock timber, 14 cents per linear foot; oak timber, \$18 per 1,000 feet, board-measure, and \$13 for pine plank; white-oak piles, 15 cents per linear foot; iron drift-bolts, headed, $4\frac{1}{2}$ cents per pound; iron screw-bolts, nuts, and washers, $5\frac{1}{2}$ cents per pound; iron spikes, 4 cents per pound; stone, \$9 per cord, and \$4 for brush and slabs; framing, 12 cents per linear foot; laying plank and spiking, \$3 per 1,000 feet, board-measure; driving piles, \$5 each. Contract expires June 30, 1876.
Hiram J. Lutes, with Maj. H. M. Robert.	June 1	To complete superstructure over breakwater at the harbor of Marquette, Mich., and riprap seaward side of said work, at following prices: For 12 by 12 inch pine timber, 15 cents per linear foot; oak timber, \$40 per 1,000 feet, board-measure; pine plank, \$10 per 1,000 feet, board-measure; iron drift-bolts, headed, 3 cents per pound; iron screw-bolts, nuts, and washers and spikes, 6 cents per pound; stone for crib-ballast, \$5 per cord, and for riprapping, \$6.50 per cord; framing, including all labor of construction, placing, sinking, and filling cribs with stone, 3 cents per linear foot; laying plank and spiking, \$3 per 1,000 feet, board-measure. Contract expired December 1, 1875.
Hanson & Scove, with Maj. H. M. Robert, Corps of Engineers.	June 1	For pier-extension at the harbor of Two Rivers, Wis., being the construction and placing of 6 cribs, more or less, at following prices: For pine timber, 12 by 18 inch, 35 cents per linear foot, and 33 cents for oak; 12 by 12 inch pine timber, 16 cents per linear foot, and 14 cents for hemlock; oak timber, \$23 per 1,000 feet, board-measure; pine plank, \$10 per 1,000 feet, board-measure; white-oak piles, 15 cents per linear foot; iron drift-bolts, headed, $3\frac{1}{2}$ cents per pound; iron screw-bolts, nuts, and washers, 5 cents per pound, and $3\frac{1}{2}$ cents for spike; stone, \$8 per cord, and \$2.25 per cord for brush and slabs; framing, including all labor of construction, filling cribs, &c., 10 cents per linear foot used; laying plank and spiking, \$2 per 1,000 feet, board-measure; driving piles, each, \$4. Contract expired October 15, 1875.
Ames & Emory, with Maj. H. M. Robert, Corps of Engineers.	June 1	To construct a pier at mouth of Ontonagon River, Mich., at following prices: For furnishing, framing, bolting, and putting in place pine and hemlock timber, 24 cents per cubic foot, and for oak timber, 35 cents; wrought-iron drift-bolts, $4\frac{1}{2}$ cents per pound; screw-bolts, $1\frac{1}{2}$ inches in diameter, with two cast-iron washers, each, 6 cents per pound; furnishing and putting stone in place, per cord, \$10; furnishing brush, made into bundles or fascines, and putting in place, \$3.50 per cord. Contract expired December 1, 1875; extended to July 30, 1876.
Menomonee Dredge Association, with Maj. H. M. Robert, Corps of Engineers.	June 1	To do dredging in the harbor of Menomonee, Michigan, and Wisconsin, to the amount of 150,000 cubic yards, more or less, at $14\frac{1}{2}$ cents per cubic yard. Contract extended November 15, 1875; extended to September 30, 1876.
Thomas L. Rosser & Co., with Maj. S. M. Mansfield, Corps of Engineers.	June 1	To furnish all materials, labor, machinery, &c., necessary, and construct and sink such cribs as may be required, at the harbor of Frankfort, Mich., at following prices: For furnishing, framing, bolting, putting in place and sinking, pine timber, 24 cents per cubic yard, and 34 cents for oak; furnishing in pier, placed and measured, stone, at \$11 per cord, and \$3 per cord for brush; drift-bolts, $1\frac{1}{2}$ -inch, and spikes, at 4 cents per pound; screw-bolts, $1\frac{1}{2}$ -inch, and washers, 5 cents per pound. Contract expired November 1, 1875; extended to December 1, 1875.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
Thomas L. Rosser & Co., with Maj. S. M. Mansfield, Corps of Engineers.	June 1	To furnish all materials, labor, machinery, &c., necessary, and construct and sink at harbor of White River, Mich., such cribs as may be required, at, for furnishing, framing, bolting, putting in place and sinking, pine timber, 24 cents per cubic foot, and 34 cents for oak; furnishing in pier, placed and measured, stone, at \$10.50 per cord and brush at \$3; furnishing and using drift-bolts, 1½-inch, and spikes, 4 cents per pound, and screw-bolts and washers, 5 cents per pound. Contract expired December 1, 1875.
Do.....	June 1	To furnish all materials, labor, machinery, &c., necessary, and construct and sink at the harbor of Muskegon, Mich., such cribs as may be required, as follows: For furnishing, framing, bolting, putting in place and sinking, pine timber, 24 cents per cubic foot, and 30 cents for oak; stone in pier, per cord, \$10.50; drift-bolts, 1½-inch, and spikes, per pound, 4 cents, and 5 cents for 1½-inch screw-bolts and washers; brush in fascines or bundles, in pier, \$2.50 per cord. Contract expired December 1, 1875.
Do.....	June 1	To furnish all material, labor, machinery, &c., necessary, and construct and sink, at the harbor of Black Lake, Mich., such cribs as may be required, at, for furnishing, bolting, putting in place and sinking, pine timber, 24 cents per cubic foot, and 29 cents for oak; stone, \$10 per cord, furnished, placed, and measured in pier; \$3 per cord for brush; furnishing and using drift-bolts, 1½-inch, and spikes, 4 cents per pound, and 5 cents per pound for screw-bolts, 1½-inch, and washers. Contract expired December 1, 1875.
Horatio Truman, with Maj. H. M. Robert, Corps of En- gineers.	June 1	To construct and place cribs on prolongation of piers, and construct and place superstructure on certain cribs in same piers in the harbor of Manitowoc, Wis., at following prices: Pine and hemlock timber, 12 by 18 inch, per linear foot, 30 cents; oak timber, 12-inch square, 18 cents per linear foot, and hemlock 15 cents; oak timber \$11 per 1,000 feet, board-measure; pine plank, \$10 per 1,000 feet, board-measure; white-oak piles, per linear foot, 12 cents; iron drift-bolts, headed, 3 cents per pound, and 4 cents for iron screw-bolts, nuts and washers, and spikes; brush, \$2 per cord; stone, \$7, and slabs, \$1.50; framing, including all labor of construction, placing, sinking, and filling cribs with stone, per linear foot of timber used, 9 cents; laying plank, including spiking, \$1.50 per 1,000 feet, board-measure; driving piles, as required, \$5 each. Contract expired October 15, 1875.
Green Bay Dredging and Driver Company, with Maj. H. M. Robert, Corps of Engineers.	June 1	To furnish all labor, materials, machinery, &c., necessary, and do dredging to the amount of 35,000 cubic yards, more or less, at the harbor at the mouth of Fox River, Green Bay, Wis., at 20 cents per cubic yard. Contract expired October 15, 1875.
Albert Conro, with Maj. H. M. Robert, Corps of Engi- neers.	June 1	To furnish all the labor, machinery, materials, &c., and do dredging at the harbor of Port Washington, Wis., to the amount of 30,000 cubic yards, more or less, at 34.6 cents per cubic yard. Contract expired November 1, 1875.
Green Bay Dredging and Driver Company, with Maj. H. M. Robert, Corps of Engineers.	June 1	To furnish themselves with all materials, appliances, and labor necessary, and construct, place, and fill with stone, six cribs, except superstructures, more or less, for the extension of the harbor-piers at Ahnapee, Wis., at following prices: For pine and hemlock timber, 12 by 18 inch, 23 cents per linear foot; same timber, 12 by 12 inch, 15 cents per linear foot; oak timber, \$30 per 1,000 feet, board-measure; pine plank, \$12 per 1,000 feet, board-measure; white-oak piles, 12 cents per linear foot; iron drift-bolts, headed, 5 cents per pound, and 6 cents per pound for iron screw-bolts, nuts, and washers; spikes, 5 cents per pound; \$6 per cord for stone; \$4 for brush, and \$3 for slabs; framing, including all labor of construction, placing, sinking, and sinking cribs with stone, 10 cents per linear foot of timber used; laying plank, including spiking, \$2.50 per 1,000 feet, board-measure; driving piles, each, \$3. Contract expired October 15, 1875.
Hughes & Williams, with Maj. S. M. Mansfield, Corps of Engineers.	June 3	To furnish all materials, labor, machinery, &c., necessary, and effect such removal of sand and other earth, and construct and sink at the harbor of Saint Joseph, Mich., such cribs as may be required, at following prices: For framing, bolting, putting in place and sinking, pine timber, 26 cents per cubic foot, and 35 cents for oak; furnishing stone in pier, \$9.40 per cord, placed and measured, and \$3 per cord for brush; furnishing and using drift-bolts, 1½-inch, and spikes 3.85 cents per pound; screw and washer bolts, 1½-inch, 5 cents per pound; dredging in line of pier-extension, 20 cents per cubic yard. Contract expires July 1, 1876.
Pardee & Dodge, with Maj. F. U. Farquhar, Corps of Engineers.	June 3	To dredge the inside harbor of Du Luth, Minn., at such points as the engineer in charge may direct, at 15 cents per cubic yard, measured in scows. Contract expired Nov. 15, 1875.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
Osgood & Co., with Lieut. G. M. Wheeler, Corps of Engineers.	June 1	For printing 2,000 copies, each, of 7 heliotrope illustrations for survey-report, at \$140 for each 2,000 copies. Contract expired January 1, 1876.
Sinclair & Son, with Lieut. G. M. Wheeler, Corps of Engineers.	June 1	For printing 2,000 copies, each, of 29 zoological quarto-plate illustrations, in colors, and 2,000 copies, each, of 16 zoological quarto-plate illustrations, in black, at, for each 2,000 in colors, \$164.83, and for each 2,000 in black, \$88.75. Contract expired January 1, 1876.
J. M. & R. B. Kerr, with Maj. W. E. Merrill, Corps of Engineers.	June 2	For constructing a dam to close the New Harmony cut-off on the Wabash River, furnishing all necessary materials, labor, and apparatus, at 30 cents per cubic yard, for grading banks, to include excavations and filling; paving, 70 cents per square yard; riprap, \$1.50 per cubic yard; earth-embankment, 30 cents per cubic yard; timber crib-work, \$6 per linear foot; spikes, 10 cents per pound. Contract expired December 1, 1875.
Thomas J. Hill, with Maj. G. K. Warren, Corps of Engineers.	June 1	For dredging in Pawcatuck River, Rhode Island and Connecticut, at 28 cents per cubic yard. Contract expired November 30, 1875.
Julius Bien, with Lieut. G. M. Wheeler, Corps of Engineers.	June 3	For furnishing 2,000 copies of geological map known as Lake Bonnaville chart, to be printed in black and two colors, at \$190 for each 1,000 copies. Contract expired January 1, 1876.
Do.....	June 3	For furnishing 1,000 copies of covers for the crayon edition of the topographical atlas, and 1,000 copies of title-page for same, at \$110 for the covers and \$80 for the title-pages. Contract expired January 1, 1876.
Do.....	June 3	For engraving and printing 2,000 copies, each, of botanical quarto-plate illustrations, at \$85 for each 2,000 copies. Contract expired January 1, 1876.
Do.....	June 3	For engraving and printing 2,000 copies, each, of 20 crayon subjects for survey-report, and 2,000 copies, each, of 4 chromo subjects for survey-report, at \$2.25 for each 2,000 copies of crayon subjects and \$400 for each 2,000 copies of the 4 chromo subjects. Contract expired January 1, 1876.
Do.....	June 3	For printing 2,000 copies, each, of geological atlas-sheets of maps of surveys of Territories west of the 100th meridian, on paper furnished the contractor, at \$12 each for preparing color-plates; \$2.85 for printing each 100 copies of each color and black outline, and \$4 for printing crayon hill-work on each 100 copies. Contract expired January 1, 1876.
William Flannery, with Maj. G. K. Warren, Corps of Engineers.	June 4	For dredging in Taunton River, Mass., at 95 cents per cubic yard. Contract expired November 30, 1875.
Do.....	June 4	For dredging in the harbor of Newport, R. I., at 64 cents per cubic yard. Contract expired November 30, 1875.
Andrew Hartupée, with Maj. W. E. Merrill, Corps of Engineers.	June 5	To furnish all labor and materials, and build and set up the machinery for the new iron snag-boat for the Ohio River, complete, for \$24,362. Contract expired November 1, 1875.
William F. Richardson, with Maj. William E. Merrill, Corps of Engineers.	June 5	To furnish all labor and materials, and do the joiner-work, painting, and glazing for the new Ohio River snag-boat, at \$7,675. Contract expired November 1, 1875.
Halliday & Wilson, with Col. O. E. Babcock, Corps of Engineers.	June 10	For building a brick dwelling at the receiving-reservoir of the Washington aqueduct, in accordance with specifications, at \$2,780. Contract expired October 1, 1875.
Robert Callahan, with Col. O. E. Babcock, Corps of Engineers.	June 10	For macadamizing the conduit-road of the Washington aqueduct, at \$1.99 per cubic yard. Contract expired November 1, 1875.
Julius Bien, with James Eveleth, agent Engineer Department.	June 14	For 500 photolithographic copies of each of two maps of Cuba, at \$137.50. Contract expired September 1, 1875.
R. T. Hieston, with Maj. William P. Craighill, Corps of Engineers.	June 15	For furnishing machinery, material, and appliances, and excavating above 5 feet above low water, at Dutch Gap cut-off, James River, Virginia, and for building dike at head of Drury's Island, James River, Va., at 22½ cents per cubic yard for material excavated and deposited, and \$3.93 for every linear foot of dike constructed and completed. Contract expired October 15, 1875; extended to April 1, 1876.
India-Rubber, Gutta-Percha, and Telegraph-Works Company, limited, London, with Maj. H. L. Abbot, Corps of Engineers.	June 15	For furnishing and delivering 51 statute miles of seven-conductor cable; 285 ten-cell Silvertown firing-batteries; 29 ten-cell patent Leclanché signal-batteries; 50 Wheatstone dial-telegraph instruments, without bells; 9 small resistance-coils, (firing,) the whole to be delivered in New York Harbor, at £328 for each statute mile of cable; the aggregate price of the other stores above named to be £3,559 10s. Contract expired January 1, 1876.
C. M. Cole, with Maj. W. E. Merrill, Corps of Engineers.	June 18	For furnishing and putting in place all necessary material for extending the dike at French Island, Ohio River, as follows: For piles, each, \$3.50; for brush, per cord, 80 cents; for stone, per cubic yard, \$1.20. Contract expired December 1, 1875.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
Michael Meehan, with Maj. W. P. Craighill, Corps of Engineers.	June 18	For furnishing all machinery and appliances and performing all the labor necessary for excavation below 5 feet above low water at Dutch Gap cut-off, James River, Virginia, at 48 cents per cubic yard. Contract expires April 1, 1876.
E. S. Williams & Co., with Maj. G. Weitzel, Corps of Engineers.	June 21	For dredging in the harbor of Sheboygan, Mich., at 17 cents per cubic yard. Contract expired November 15, 1875.
Arthur T. Wilcox, with Maj. G. Weitzel, Corps of Engineers.	June 21	For furnishing materials and labor required for the improvement of the Saginaw River, at, for pine timber framed and put in place, \$19.50 per 1,000 feet, board-measure; oak and Norway pine piles, and driving the same, per linear foot, 16 cents; drift-bolts, screw-bolts, and washers, in place, 4½ cents per pound; slabs, in place, per cord, \$1.15; and \$8.50 for stone; dredging, 37 cents per cubic yard. Contract expired December 31, 1875.
Hervey S. Dale, with Maj. G. Weitzel, Corps of Engineers.	June 21	For furnishing the material and labor and for the construction of a breakwater for a harbor of refuge at Sand Beach, Lake Huron, Michigan, at, for pine timber and plank, \$14 per 1,000 feet, board-measure; oak snubbing-posts, \$6 each; iron-plating, drift-bolts, nuts, screw-bolts, washers, and spikes, in place, 3½ cents per pound; stone, \$7 per cord; framing, laying plank, including labor of construction, placing, sinking, and filling cribs, \$9 per 1,000 feet, board-measure. Contract expires October 31, 1876.
H. N. and A. J. Beardsley, with Maj. J. W. Barlow, Corps of Engineers.	June 21	For dredging in Norwalk River, Connecticut, about 40,000 cubic yards, at 13½ cents per cubic yard. Contract expires June 30, 1876.
Curtis, Fobes & Co., with Maj. W. P. Craighill, Corps of Engineers.	June 21	For furnishing all the machinery and appliances and performing all the labor necessary for excavation at the Cape Fear River, North Carolina, at 17½ cents per cubic yard. Contract expired January 1, 1876.
Henry C. Evans, with James Eveleth, agent Engineer Department.	June 21	For engraving lake-survey chart of Lake Saint Clair, at \$3,000. Contract expires September 20, 1876.
Do	June 21	For engraving lake-survey chart No. 1 of Saint Lawrence River, at \$1,500. Contract expires April 15, 1876.
The Graphic Company, New York, with James Eveleth, agent Engineer Department.	June 23	For furnishing 3,000 copies of the map of the battle-field of Chattanooga, Tenn., at \$440. Contract expired August 16, 1875.
Do	June 23	For furnishing 3,000 copies of map of approaches and defenses of Knoxville, Tenn., at \$415. Contract expires indefinitely.
Do	June 23	For furnishing 500 copies of map of Florida, at \$135. Contract expired August 16, 1875.
William P. Hall, with James Eveleth, agent Engineer Department.	June 23	For furnishing 3,000 photolithographic copies of each of five maps of the Atlanta campaign, at \$2,700. Contract expired in two months from date.
William N. McCurdy, with Lieut. Col. C. E. Blunt, Corps of Engineers.	June 24	For delivering at Rocky River, Ohio, all wrought-iron material required, at, for all two-washer bolts, 4 cents per pound; drift-bolts, 2½ cents per pound; spikes, 4 cents per pound. Contract expired September 1, 1875.
James Caldwell, with Lieut. Col. C. E. Blunt, Corps of Engineers.	June 24	For furnishing, framing, bolting, spiking, fastening, and putting in place, to complete the United States pier at Rocky River, Ohio, all hemlock timber and lumber, \$21 per 1,000 feet, board-measure; pine timber and lumber, \$22 per 1,000 feet, board-measure; stone, per cord, \$6; dredging, per cubic yard, 19 cents. Contract expired December 31, 1875.
James D. Hancock, with Lieut. Col. C. E. Blunt, Corps of Engineers.	June 26	For construction of one crib for the extension to the breakwater at Swanton Harbor, Vermont, at \$78 per linear foot for crib-work, and \$28 per linear foot for superstructure complete and sunk in position. Contract expires December 31, 1876.
James D. Hancock, with Lieut. Col. John Newton, Corps of Engineers.	June 26	For dredging from the existing shoals at Otter Creek, Vt., about 8,000 cubic yards of silt, clay, stone, trees, and deposits, at 34 cents per cubic yard. Contract expired October 3, 1875.
Do	June 26	For extending the breakwater at Burlington, Vt., 160 feet, at, for the crib-work complete and sunk in position, \$115 per linear foot; and \$29 per linear foot for the superstructure complete. Contract expires December 31, 1876.
The Graphic Company, New York, with James Eveleth, agent Engineer Department.	June 28	For furnishing 3,000 copies of each of two maps of battle-field of Chickamauga, at \$1,000.02. Contract expires indefinitely.
Francis H. Smith, with Maj. G. K. Warren, Corps of Engineers.	June 28	For delivering 8,176 tons of quarried granite on the jetty at Saybrook, Conn., at \$1.59 per ton. Contract expired November 30, 1875.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
Curtis, Fobes & Co., with Maj. G. K. Warren, Corps of Engineers.	June 28	For dredging in the harbor of Fall River, Mass., between the wharves of the Fall River Coal Company and the Providence steamers, at 48 cents per cubic yard; and for all material removed to make said channel, except bowlders of more than 2 cubic yards in size, at \$10 per cubic yard. Contract expires April 1, 1876. Extended to July 1, 1876.
Do	June 28	For dredging in the harbor of Wareham, Mass., at 20 cents per cubic yard. Contract expires June 15, 1876.
Atlantic Dredging Company, New York, with Maj. G. K. Warren, Corps of Engineers.	June 28	For dredging in the harbor of New Bedford, Mass., at 17½ cents per cubic yard. Contract expired November 1, 1875.
Julius Bien, with James Eveleth, agent Engineer Department.	June 29	For furnishing 500 photolithographic copies of each of the 35 maps specified in the accompanying list, all to be of full scale, for \$2,945 for the whole. Contract to be completed as soon as possible.
C. F. Würdemann, with Maj. George H. Elliot, Corps of Engineers.	June 29	For furnishing and delivering to Engineer Department at Willet's Point, N. Y., one zenith-telescope, with latest improvements and stand complete, at \$1,000. Contract expired in four months.
Julius Bien, with James Eveleth, agent Engineer Department.	June 29	For 500 copies of map of battle of South Mountain, in photolithograph, at \$120. Contract expired in three months.
Do	June 29	For furnishing 250 photolithographic copies of each of three maps relating to the Black Hills, at \$650. Contract expired sixty days from June 29, 1875.
Do	June 29	For furnishing 3,000 photolithographic copies of map of marches of army of General Sherman, and 3,000 of map of battle-field of Franklin, at \$899. Contract expired three months from date.
The Graphic Company, New York, with James Eveleth, Engineer Department.	June 29	For furnishing 1,650 photolithographic copies of map of wagon-roads in Utah, and 1,650 copies of sheet of profiles of same, at \$270. Contract expired in sixty days.
Thomas Sinclair & Son, with James Eveleth, agent Engineer Department.	June 29	For furnishing 1,550 lithographic copies of each of 22 plates, to accompany report of Col. J. N. Macomb on explorations in New Mexico and Utah, and 1,550 copies of each of 14 plates, to accompany report of Capt. J. H. Simpson on explorations in Utah, at \$4,175. Contract expired within four months.
The Graphic Company, New York, with Maj. G. H. Elliot, Corps of Engineers.	June 29	For furnishing 3,000 photolithographic copies of map of the city of Atlanta and vicinity, at \$350. Contract expired in sixty days.
Jos. F. Gedney, with Maj. G. H. Elliot, Corps of Engineers.	June 29	For printing on paper furnished by the United States, 1,650 maps of Macomb's exploration in New Mexico, at \$413. Contract expired in sixty days.
Stackpole & Brother, with James Eveleth, agent Engineer Department.	June 30	For manufacturing for the use of the Engineer Department, United States Army, 1 astronomical transit, \$1,300; 2 sextants, each, \$130; 5 6-inch theodolites, each, \$375; 1 astronomical transit, \$300. Contract expired December 1, 1875.
James Green, with James Eveleth, agent Engineer Department.	June 30	For furnishing for use of Engineer Department, United States Army, 5 mountain-howitzer barometers, at \$60 each; 50 odometers, at \$18 each; and 50 prismatic compasses, at \$20 each. Contract expired in ninety days.
John P. Clark, with Maj. G. Weitzel, Corps of Engineers.	June 30	For dredging at the mouth of Sebawaing River, Mich., until the line of 6 feet of water is reached, at 26 6-10 cents per cubic yard. Contract expired December 1, 1875.
G. H. Ferris, with Maj. W. P. Craighill, Corps of Engineers.	July 1	For dredging about 52,000 cubic yards at Appomattox River, at 21½ cents per cubic yard. Contract expires June 1, 1876.
S. T. Williams & Co., with Maj. G. Weitzel, Corps of Engineers.	July 1	For dredging at the mouth of Black River, in Saint Clair River, Mich., at 21 cents per cubic yard. Contract expired November 15, 1875.
R. M. Miller & Son, with Maj. W. P. Craighill, Corps of Engineers.	July 1	For furnishing and delivering 50,000 bushels of sand, more or less, at the new water-battery at Fort McHenry, Baltimore, at 5 cents per bushel. Contract expired September 15, 1875.
C. C. Barker & Son, with Maj. D. C. Houston, Corps of Engineers.	July 2	For constructing a lock near Little Chute, Wis., for improving Fox River, at \$11.50 per cubic yard for cut-stone masonry; \$6 per cubic yard for quarry-face masonry; \$4.55 for backing masonry; \$4.50 for concrete and dry-stone masonry; \$18 per 1,000 feet, board-measure, for pine timber and plank in work; \$45 per 1,000 feet, board-measure, for white-oak timber in work; 23 cents per linear foot for Norway pine piles; 6 cents per pound for wrought iron and 3 cents for cast iron; \$2 each for white-oak snubbing-posts; 30 cents per cubic yard for excavation; 20 cents per cubic yard for embankment; and 33 cents per pound for steel-wire rope. Contract expires July 1, 1876.
Do	July 2	For constructing a lock near Berlin, Wis., for improving the Fox River, at \$17 per cubic yard for cut-stone masonry; \$14 per cubic yard for quarry-face masonry; \$4.55 per cubic yard for backing masonry; \$4.50 per cubic yard for dry stone and concrete masonry; \$18 per 1,000 feet, board-meas-

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
C. C. Barker & Son, with Maj. D. C. Houston, Corps of Engineers—Continued.	July 2	ure, for pine timber and plank; \$45 per 1,000 feet, board-measure, for white-oak timber; 35 cents per linear foot for Norway pine piles; 7 cents for wrought iron and 4 cents for cast iron per pound; \$2 each for white-oak snubbing-posts; 30 cents per cubic yard for excavation and 20 cents for embankment; steel-wire rope, 33 cents per pound. Contract expires July 1, 1876.
Do.....	July 2	For construction of a lock near Princeton, Wis., for improving Fox River, at \$17 per cubic yard for cut-stone masonry; \$14 per cubic yard for quarry-face masonry; \$5 per cubic yard for backing masonry; \$4.50 per cubic yard for dry-stone and concrete masonry; \$18 per 1,000 feet, board-measure, for pine timber and plank; \$45 per 1,000 feet, board-measure, for white-oak timber; 35 cents per linear foot for Norway pine piles; 7 cents per pound for wrought iron and 4 cents for cast iron; \$2 each for white-oak snubbing-posts; 30 cents per cubic yard for excavation, and 20 cents for embankment; 33 cents per pound for steel-wire rope. Contract expires July 1, 1876.
Do.....	July 2	For constructing a lock near White River, Wis., for improving Fox River, at, for cut-stone masonry, \$18 per cubic yard; \$14 for quarry-face masonry; \$5 per cubic yard for backing masonry; \$4.50 per cubic yard for dry-stone and concrete masonry; \$18 per 1,000 feet, board-measure, for pine timber and plank; \$45 per 1,000 feet, board-measure, for white-oak timber; 35 cents per linear foot for Norway pine piles; 7 cents per pound for wrought iron and 4 cents for cast iron; \$2 each for white-oak snubbing-posts; 30 cents per cubic yard for excavation, and 20 cents for embankment; 33 cents per pound for steel-wire rope. Contract expires July 1, 1876.
Do.....	July 2	For constructing a lock near Grand River, Wis., for improving Fox River, at \$12 per cubic yard for cut-stone masonry; \$6.50 per cubic yard for quarry-face masonry; \$5.25 per cubic yard for backing masonry; \$5 per cubic yard for dry-stone masonry; \$4.50 per cubic yard for concrete masonry; \$18 per 1,000 feet, board-measure, for pine timber and plank; \$45 per 1,000 feet, board-measure, for white-oak timber; 35 cents per linear foot for Norway pine piles; 8 cents per pound for wrought iron and 4 cents for cast iron; \$2 each for white-oak snubbing-posts; 30 cents per cubic yard for excavation, and 20 cents for embankment; 33 cents per pound for steel-wire rope. Contract expires July 1, 1876.
Edwin H. French, with Major John M. Wilson, Corps of Engineer.	July 3	For dredging in the harbor of Waddington, N. Y., from a channel leading to the dock of Mr. H. R. James, 12,000 cubic yards, more or less, of bowlders, cobble-stones, slabs, saw-dust, logs, clay, mud, &c., at 34 cents per cubic yard. Contract expired November 1, 1875.
Do.....	July 3	For dredging 24,000 cubic yards in the harbor of Ogdensburgh, N. Y., at 17 cents per cubic yard. Contract expires under extension June 1, 1876.
Albert Foster, with Major G. H. Mendell, Corps of Engineers.	July 3	For removing snags from the Sacramento River, as the means available for the purpose will permit, at \$55 each snag. Contract expired November 15, 1875.
Albert Conro, with Major D. C. Houston, Corps of Engineers.	July 7	For furnishing materials and labor for constructing a stone superstructure over 600 feet, more or less, of the north pier at Milwaukee Harbor, Wis., including removal of old work, at \$33 per running foot. Contract expires July 1, 1876.
George Williams, with Col. J. N. Macomb, Corps of Engineers.	July 10	For furnishing all boats, machinery, tools, labor, and materials necessary in the prosecution of the work for improving Rock Island Rapids of the Mississippi River, at \$12 per cubic yard for rock-excavation at Lower Chain; \$16 per cubic yard for rock-excavation at various places, and \$9 per hour for working one dredge, manned and equipped complete. Contract expires June 1, 1876.
F. H. Smith, with Major J. W. Barlow, Corps of Engineers.	July 15	For building a jetty of riprap stone on the west side of the entrance to Port Jefferson, Long Island, N. Y., furnishing and delivering about 4,000 tons of stone, at \$1.44 per ton. Contract expires June 30, 1876.
H. M. Peyton & Co., with Major F. U. Farquhar, Corps of Engineers.	July 15	For constructing a pier and brush and stone protection on Minnesota Point, Minn., at 14½ cents for furnishing, framing, bolting, and putting in place pine timber, per cubic foot; and for wrought-iron drift-bolts, upset, 3½ per pound. Contract expired November 1, 1875.
Henry Doering, with Colonel J. H. Simpson, Corps of Engineers.	July 15	For furnishing and delivering all material and doing all work required for the improvement of the Mississippi River, within the limits designated by specifications at the second section, at 3 cents per foot for pile-timber; \$2 50 per pile for driving piles, if machinery be furnished, to a depth of 10 feet; driving piles to depths exceeding 10 feet, if machinery be furnished, in excess of 10 feet, per pile, 1 cent; driving

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
Henry Doering, with Col. J. H. Simpson, Corps of Engineers—Continued.	July 15	piles to a depth of 10 feet, and furnishing machinery, \$3 per pile; furnishing machinery and driving piles to depths exceeding 10 feet, in excess of 10 feet, 2 cents per foot; brush, \$1.50 per cord; stone from Government quarry, \$1.15 per cubic yard; stone from private quarry, \$1.22 per cubic yard; spalls, 30 cents per cubic yard; gravel, 50 cents per cubic yard; sand, clay, or loam excavations, 10 cents per cubic yard; transportation of earth and stone, 1 cent per cubic yard for each 100 after first 150 feet; labor of men per hour 20 cents; labor of teams and drivers, with wagons, plow, or scraper, 30 cents per hour. Contract expires June 30, 1876.
Do.....	July 15	For furnishing and delivering all the material and doing all the work required for the improvement of the Mississippi River, within the limits designated by specification as the first section, at 3 cents per foot for pile-timber; driving piles to a depth of 10 feet, \$2.50 per pile, if machinery is furnished; driving piles to depths exceeding 10 feet, in excess of 10 feet, 1 cent per foot; furnishing machinery and driving piles to a depth of 10 feet, per pile, \$3; furnishing machinery and driving piles to depths exceeding 10 feet, 2 cents per foot in excess; brush, \$1.50 per cord; stone for riprap, \$1.17 per cubic yard; spalls, 20 cents per cubic yard; gravel, 50 cents per cubic yard; sand, clay, or loam excavations, 10 cents per cubic yard; transportation of earth and stone for each 100 feet after the first 150 feet, 1 cent per cubic yard; common labor of men, 22½ cents per hour; labor of teams and driver, with wagons, plow, or scraper, 25 cents per hour. Contract expires June 30, 1876.
George Williams, with Col. J. H. Simpson, Corps of Engineers.	July 15	For furnishing and delivering all the material and doing all the work required for the improvement of the Mississippi River, within the limits designated by specifications as the fourth section, at 6 cents per foot for pile-timber; driving piles to a depth of 10 feet, \$1 per pile if machinery be furnished; driving piles to a depth exceeding 10 feet, per foot in excess of 10 feet, 3 cents per cubic yard; furnishing machinery and driving piles to a depth of 10 feet, \$1 per pile; furnishing machinery and driving piles to exceeding 10 feet in excess of 10 feet, 3 cents per foot; brush, \$1.75 per cord; stone for riprap, if from Government quarry 85 cents per cubic yard, and 90 cents per cubic yard if from private quarry; spalls, 35 cents per cubic yard; gravel, 20 cents per cubic yard. Contract expires June 30, 1876.
Do.....	July 15	For furnishing and delivering all the material and doing all the work required for the improvement of the Mississippi River, within the limits designated by specifications as third section, at 15½ cents per foot for pile-timber; driving piles to a depth of 10 feet, if machinery be furnished, \$1 per pile; driving piles to depths of exceeding 10 feet, if machinery be furnished, in excess of 10 feet, 3 cents per foot; furnishing machinery and driving piles to a depth of 10 feet, \$1 per pile; furnishing machinery and driving piles to depths exceeding 10 feet, in excess of 10 feet, 3 cents per pile; brush, \$1.60 per cord; stone for riprap, 75 cents per cubic yard if from Government quarry, and 80 cents if from private quarry; spalls, 30 cents per cubic yard; gravel per cubic yard, 20 cents. Contract expires June 30, 1876.
E. W. Cave, president Buffalo Bayou Ship-Canal Company, with Capt. C. W. Howell, Corps of Engineers.	July 16	For dredging ship-channel between the mouth of San Jacinto River and Bolivar Channel, in Galveston Bay, Tex., and providing all boats, machinery, labor, &c., required on the work, at 18 cents per cubic yard for all material dredged and placed on the side of the channel, and 25 cents per cubic yard for all material carried on scows. Contract expired January 1, 1876.
Do.....	July 16	For dredging a ship-channel through Red Fish Bar, in Galveston Bay, Tex., and providing all boats, machinery, labor, &c., required on the work, at 18 cents per cubic yard for material dredged and placed on the side of the channel, and 25 cents per cubic yard if carried off in scows. Contract expired January 1, 1876.
Curtis, Fobes & Co., with Lieut. Col. George Thom, Corps of Engineers.	July 16	For dredging in Penobscot River, at Bucksport, Me., 50,000 cubic yards, at 12½ cents per cubic yard. Contract expired October 31, 1875.
H. E. Culpepper, with S. T. Abert, United States civil engineer.	July 20	For dredging in the Elizabeth River, Va., at 29 cents per cubic yard for material excavated and deposited in the basin on the south side of the river near the entrance to the lock of the Albemarle and Chesapeake Canal Company, and 35 cents per cubic yard for material excavated and deposited on the marshes bordering on the river. Contract expired September 10, 1875.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
American Dredging Company, with Lieut. Col. J. D. Kurtz, Corps of Engineers.	July 20	For excavating and removing from the channel in the Delaware River, east of Bulkhead Shoals, 80,000 cubic yards of mud, clay, sand, and loose material, at 24 cents per cubic yard. Contract expires June 30, 1876.
James Clark, president Western Cement Company, with Col. J. N. Macomb, Corps of Engineers.	July 20	For delivering at guard-lock of the Des Moines Rapids improvement 5,000 barrels of hydraulic cement, \$1.99 per barrel of 300 pounds. Contract expired November 30, 1875.
M. F. Brainard, with Lieut. Col. J. D. Kurtz, Corps of Engineers.	July 22	For dredging in Delaware River, at Fort Mifflin Bar, at 22 cents per cubic yard. Contract expires June 30, 1876.
American Dredging Company, with Lieut. Col. Q. A. Gillmore, Corps of Engineers.	July 26	For dredging about 25,000 cubic yards of material per month, in the Savannah River, Ga., at 24 cents per cubic yard. Contract expires June 30, 1876.
J. E. Slaughter, with Capt. A. N. Damrell, Corps of Engineers.	July 26	For excavating and removing 16,000 cubic yards of material from the bar at the mouth of the harbor at Cedar Keys, Fla., and in the channel between the bar and Cedar Keys, at 59½ cents per cubic yard. Contract expired December 1, 1875.
Beattie & Dresser, with Maj. J. W. Barlow, Corps of Engineers.	July 26	For furnishing and placing in position upon the breakwater at Southport, Conn., 650 cubic yards of granite coping, at \$5.90 per cubic yard. Contract expires June 30, 1876.
S. N. Kimball, with Capt. A. N. Damrell, Corps of Engineers.	July 26	For excavating and removing 70,000 cubic yards of material from Choctaw Pass Channel, Mobile Bay, Ala., at 17 cents per cubic yard. Contract expires June 15, 1876.
Emory R. Seward, with Maj. J. W. Barlow, Corps of Engineers.	July 26	For dredging in the harbor of Bridgeport, Conn., a channel 100 feet wide and 12 feet deep, at 16 cents per cubic yard for dredging on the outer bar, 15 cents on the inner bar, and 10 cents above the "Gut." Contract expires June 30, 1876.
Do.....	July 26	For dredging in New Haven Harbor, Conn., about 91,000 cubic yards, at 12 cents per cubic yard. Contract expires June 30, 1876.
C. M. Cole, with Maj. W. E. Merrill, Corps of Engineers.	July 28	For removing wrecks in the Ohio River, between New Albany and Slim Island, including the wreck at the latter place, at \$5,500. Contract expired January 1, 1876.
Sidney T. Shelbourne, with Maj. J. W. Barlow, Corps of Engineers.	Aug. 1	For dredging on the bar at the entrance to Port Jefferson, Harbor, Long Island, N. Y., a channel 100 feet wide and 7 feet deep at mean low water, 29,000 cubic yards, at 27 cents per cubic yard. Contract expires June 30, 1876.
J. Schuyler Crosby, with Maj. J. W. Barlow, Corps of Engineers.	Aug. 1	For furnishing stone and building breakwater of riprap granite in the harbor of Stonington, Conn., 14,000 tons, at \$1.45 per ton put in breakwater. Contract expires June 30, 1876.
J. H. Teemyer & Co., with S. T. Abert, United States civil engineer.	Aug. 2	For dredging in Nemoni Creek, Va., at 30 cents per cubic yard. Contract expires June 30, 1876.
A. A. Dodge, with S. T. Abert, United States civil engineer.	Aug. 2	For furnishing machinery and appliances and dredging in Aquia Creek, Va., at 13 cents per cubic yard. Contract expired September 10, 1875.
Sidney F. Shelbourne, with Maj. J. W. Barlow, Corps of Engineers.	Aug. 3	For dredging a channel 100 feet wide and removing 33,000 cubic yards of material in the harbor of Milford, Conn., at 18 cents per cubic yard. Contract expires June 30, 1876.
L. J. & J. Day and T. W. Call, with Maj. D. C. Houston, Corps of Engineers.	Aug. 10	For removing the old third lock at Kaukauna and constructing a new lock to replace it for improving the Fox River, Wis., at, for cut-stone masonry, \$12.48 per cubic yard; quarry-face, backing, dry-stone, and concrete masonry, \$4.50 per cubic yard each; pine timber framed in work, \$16.98 per 1,000 feet, board-measure; white-oak timber framed in work, \$30 per 1,000 feet, board-measure; wrought iron per pound, 4½ cents, and 4 cents for cast; white-oak snubbing-posts, \$3 each; excavation for lock-pit, 30 cents per cubic yard; rock-excavation per cubic yard, \$1.20; embankment, 48 cents per cubic yard. Contract expires July 1, 1876.
Do.....	Aug. 10	For removing the old fourth lock at Kaukauna and constructing a new lock to replace it for improving Fox River, at, for cut-stone masonry, \$12.48 per cubic yard; quarry-face, backing, dry-stone, and concrete masonry, \$4.50 per cubic yard each; pine timber framed in work, \$16.98 per 1,000 feet, board-measure; white-oak timber framed in work, \$30 per 1,000 feet, board-measure; pine plank secured in work, \$22 per 1,000 feet, board-measure; wrought iron, 4½ cents per pound, and 4 cents for cast; white-oak snubbing-posts, \$3 each; excavation for lock-pit, 30 cents per cubic yard, and for rock, \$1.20; embankments, 48 cents per cubic yard. Contract expires July 1, 1876.
Do.....	Aug. 10	For constructing a crib-dam at Little Chute, Wis., for improving Fox River, at, for pine timber framed in work, \$16.98 per 1,000 feet, board-measure; pine plank and boards, secured in work, \$16.98 per 1,000 feet, board-measure; screw-bolts, 6½ cents per pound, and iron bolts, spikes, and nails

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
L. J. & J. Day and T. W. Call, with Maj. D. C. Houston, Corps of Engineers—Continued.	Aug. 10	4½ cents per pound; stone, \$4.50 per cord; embankments, 42 cents per cubic yard; dry-stone, slope and protection walls, \$4.25 per cubic yard. Contract expired December 1, 1875.
Do.....	Aug. 10	For constructing a crib-dam at Rapide Croche, Wis., for improvement of Fox River, at, for pine timber framed in work, and for pine plank and boards, \$16.98 per 1,000 feet, board-measure; screw-bolts, 6½ cents per pound, and 4½ cents for iron bolts, spikes, and nails; stone, \$4.50 per cord; embankments, 32 cents per cubic yard; dry-stone and slope and protection-walls, \$4.25 per cubic yard. Contract expired under extension January 1, 1876.
Do.....	Aug. 10	For removing the old lock, known as the Second Lock, at Appleton, and constructing a new lock to replace it for improving Fox River, Wis., at, for cut-stone masonry, \$13.50 per cubic yard; quarry-face, backing, dry-stone, and concrete masonry, \$5.50 per cubic yard; pine timber, framed in work, \$17.98 per 1,000 feet, board-measure; pine plank, secured in place, \$22 per 1,000 feet, board-measure; white-oak timber, framed in work, \$30 per 1,000 feet, board-measure; wrought iron, 4½ cents per pound and 4 cents for cast; white-oak snubbing-posts, each \$3; excavation for lock-pit, 35 cents per cubic yard; excavation for foundation, 48 cents per cubic yard; embankments, 48 cents per cubic yard. Contract expires July 1, 1876.
Do.....	Aug. 10	For construction of a crib at Cedars, Wis., for improvement of Fox River, Wis., at, for pine timber, framed in work, and pine plank and boards secured in work, \$17.98 per 1,000 feet, board-measure; screw-bolts, 6½ cents, and iron bolts, iron spikes and nails, 4½ cents per pound; stone, \$5 per cord; embankments, 48 cents per cubic yard; dry-stone and slope and protection walls, \$4.50 per cubic yard. Contract expired under extension January 1, 1876.
Do.....	Aug. 10	For constructing a pile-dam at Little Kaukauna, Wis., for improving Fox River, at, for pine timber, framed in work, \$16.98 per 1,000 feet, board-measure; Norway pine piles, driven in work, 20 cents per linear foot; white-oak piles, 22 cents; pine plank, secured in work, \$16.98 per 1,000 feet, board-measure; stone, \$4.50 per cord; backing, 48 cents per cubic yard; iron drift-bolts, 5 cents per pound; screw-bolts, 6½ cents, and spikes, 4½ cents; embankments, 32 cents per cubic yard; dry-stone and slope protection walls, 25 cents per cubic yard. Contract expired under extension January 1, 1876.
Curtis, Fobes & Co., with Lieut. Col. John Newton, Corps of Engineers.	Aug. 18	For dredging 50,000 cubic yards in the Hudson River, opposite Jersey City, at 12½ cents per cubic yard. Contract expired December 1, 1875.
D. M. & C. P. Dull with Maj. W. P. Craighill, Corps of Engineers.	Aug. 20	For furnishing materials and labor and constructing a lock upon the Great Kanawha River, near Brownstown, W. Va., at, for grubbing and clearing per acre, \$200; dredging, per cubic yard, 85 cents; common excavation, 22 cents per cubic yard, and \$1.24 for rock; puddling, 44 cents per cubic yard; concrete in place, \$2.24 per cubic yard; and per cubic yard for coping, set, \$13; cut stone, set, \$9.80; dressed rubble, laid, \$4.95, and \$4 for rough; \$1.20 for stone filling for crib; \$1.35 for riprap in place; crib-logs, in place, 15 cents per cubic foot; timber and plank, in place, \$22 per 1,000 feet, board-measure; masonry under low-water surface, \$2.30 additional per cubic yard. Contract expires November 30, 1876.
William H. McCurdy, with Lieut. Col. C. E. Blunt, Corps of Engineers.	Aug. 24	For furnishing and delivering, at the harbor of Cleveland, Ohio, wrought-iron materials for its improvement, at 3½ cents per pound, for head, nut, screw, and 2 washer-bolts; drift-bolts, 2½ cents; spikes, 3 cents; and 2½ cents for tie-rods. Contract expired October 1, 1875.
Bangs & Dolby, with Maj. W. P. Craighill, Corps of Engineers.	Aug. 25	For furnishing all machinery and appliances and performing all the labor necessary for the construction of an apron across the New Inlet, near the mouth of Cape Fear River, N. C., at, for first section, 920 feet, 4-foot rise, \$23 per linear foot; second section, 1,550 feet, 4-foot rise, \$18.28 per linear foot; third section, 1,750 feet, 4-foot rise, \$24 per linear foot. For the additional foot-rise above 4 feet over such portions of the work as may be required, as follows: First section, \$6.90 per linear foot; second section, \$4.95 per linear foot; third section, \$7.20 per linear foot. Contract expires September 6, 1876.
Curtis, Fobes & Co., with Capt. C. W. Howell, Corps of Engineers.	Aug. 26	For dredging a channel through the bar at the Gulf entrance to Sabine Pass, Texas, about 144,000 cubic yards, at 12½ cents per cubic yard. Contract expires indefinitely.
Peter and F. X. Paquet, with Maj. N. Michler, Corps of Engineers.	Sept. 6	For constructing wing-dams on the Upper Willamette River, at such points as the engineer officer in charge may direct, and removing such rocks and boulders from the channel of

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
Peter and F. X. Paquet, with Maj. N. Michler, Corps of Engineers—Continued.	Sept. 6	said river as may be required of them, at \$1.80, for building wing-dams where wooden piles are used, per linear foot; \$2.80 per liner foot where 1½-inch round iron is used, and \$15 per cubic yard for removing rocks and boulders. Contract expires June 30, 1876.
F. G. Winston, with Maj. F. U. Farquhar, Corps of Engineers.	Sept. 7	For furnishing all labor, machinery, tools, and appliances, and removing snags, trees, &c., from the Minnesota River, at 50 cents per cubic yard for removing boulders; removing overhanging trees of the following dimensions, measured one foot above the roots: 36 inches diameter, and not exceeding 42 inches diameter, each, \$2.60; 30 inches diameter, and not exceeding 36 inches diameter, each, \$2.42½; 20 inches diameter, and not exceeding 30 inches diameter, each, \$2.25; 6 inches diameter, and not exceeding 20 inches diameter, each, \$1.72½; 4 inches diameter, and not exceeding 6 inches diameter, each, 1.02½. For removing snags, logs, stumps, and trees, without roots, embedded in the bottom of the river, of the following dimensions, measured 2 feet above the roots: 36 inches diameter, not exceeding 42 inches, each, \$8.20; 30 inches diameter, not exceeding 36 inches, each, \$6.10; 20 inches diameter, not exceeding 30 inches, each, \$4.70; 6 inches diameter, not exceeding 20 inches, each, \$4; 4 inches diameter, not exceeding 6 inches, each, \$1.90. Contract expires April 1, 1876.
Charles H. Strong, with Lieut. Col. C. E. Blunt, Corps of Engineers.	Sept. 9	For furnishing, delivering, driving, fastening in place, bolting, spiking, and putting in the work complete, all material required for the construction of 1,100 feet, more or less, of the breakwater at Cleveland, Ohio, at 28 cents per linear foot for piles; \$27.75 per 1,000 feet, board-measure, for oak sheet-piling, walling-binders, &c.; \$23 per 1,000 feet, board-measure, for hemlock timber and lumber, and \$24 for pine; \$1 per cord for brush; \$4.95 per cord for rubble-stone, and \$1.50 for block-stone. Contract expires November 1, 1876.
Albert E. Dodge, with W. P. Craighill, Corps of Engineers.	Sept. 10	For furnishing all the machinery and appliances and performing all the labor necessary for excavating in Elk River, Md., at 25 cents per cubic yard. Contract expired December 30, 1875. Extended to April 1, 1876.
William D. Rich, with Maj. G. Weitzel, Corps of Engineers.	Sept. —	For furnishing appliances and materials and doing the dredging at the junction of Pine and Saint Clair Rivers, Mich., at 24 cents per cubic yard. Contract expires July 1, 1876.
John M. Marshall, with Lieut. Col. John Newton, Corps of Engineers.	Oct. 6	For constructing in the Hudson River, N. Y., a pile-dike 2,900 feet in length, as defined and set forth in printed specifications attached to the contract, complete and filled with stone, at \$4.84 per linear foot. Contract expired December 31, 1875. Extended to March 1, 1876.
Charles McCafferty, with Maj. William P. Craighill, Corps of Engineers.		For constructing a lock upon the Great Kanawha River, near Cabin Creek Shoal, at \$100 for grubbing and clearing the site, and the following prices per cubic yard: For dredging, 44 cents; common excavation, 24 cents, and rock-excavation, \$1; puddling, \$1; concrete, in place, \$3; coping, set, \$9.50; cut stone, set, \$9.25; dressed rubble, laid, \$6.40; rough rubble, laid, \$4.20; stone filling of crib slope-wall, and rip-rap, in place, \$1; paving, laid, \$2; timber for cribs, in place, 22 cents per cubic foot; timber and plank, in place, \$28 per 1,000 feet, board-measure; additional for masonry under low-water surface, \$1.60 per cubic yard; grooves, 10 cents per linear foot; bolt-holes, drilled, 8 cents per linear foot; wrought spikes and bolts, 12 cents per pound; cast-iron dowells, 7 cents per pound. Contract expires November 13, 1876. These prices include all materials, workmanship, labor, scaffolding, tools, and machinery, and every expense necessary to the completion of the whole work.
H. E. Culpepper, with S. T. Abert, United States civil engineer.	Oct. 19	For furnishing all machinery and appliances and labor necessary for dredging a channel, and for the removal of a wreck in the Nansemond River, Va., said Culpepper to receive for all the material excavated and deposited in deep water, 22 cents per cubic yard; if thrown off lighters on the flats, 26 cents; if deposited on the adjoining marshes, 32 cents; for all material deposited on the adjacent wharves, 30 cents; and for removing the wreck completely, \$400. Contract expired December 20, 1875.
C. T. Yoder, with Col. O. E. Babcock, Corps of Engineers.	Oct. 27	For furnishing fuel for the office of public buildings, grounds, and works, at, 400 tons white furnace-coal, \$6.49 per ton; 200 tons white-ash, egg, \$6.79 per ton; 60 cords sawed oak wood, in 3 pieces, \$5.80 per cord; 60 cords kindling, sawed, 5 pieces, \$5.80 per cord; 25 cords baker's pine, whole, \$4.80 per cord. Contract expires June 30, 1876.
William Grant and John H. Stone, with Maj. N. Michler, Corps of Engineers.	Oct. 29	For removing from the channel of the Columbia River, Oreg., the rocks and boulders designated in the specifications, at \$36 per cubic yard. Contract expires April 30, 1876.

List of contracts made by the Engineer Department, &c.—Continued.

Contractors.	Date.	Objects and terms of contracts.
R. P. Kelley, with Maj. H. Mendell, Corps of Engineers.	Oct. 30	For quarrying stone at Yerba Buena Island, Cal., transporting it by barges and placing it on the lines of the training-walls of Oakland Harbor, Cal., in quantities not less than 10,000 tons per month, and 40,000 tons, more or less, in the aggregate, \$1.19 per ton. Contract expires indefinite.
Do.....	Nov. 20	For removing what is known as the south crib, at the entrance of Oakland Harbor, Cal., placing the stone on the lines of the training-walls at such points as the engineer officer in charge may designate, \$3,000. Contract expires February 1, 1876.
Gilbert H. Ferris, with Maj. William P. Craighill, Corps of Engineers.	Dec. 31	For furnishing all machinery and appliances and performing all the labor necessary for excavation in the Appomattox River, Va., at 15 9-10 cents per cubic yard of material excavated. Contract expires July 1, 1876.

ORDNANCE OFFICE, WAR DEPARTMENT,

Washington, January 8, 1876.

SIR: In compliance with section 229, Revised Statutes United States, I have the honor to submit herewith statement showing the contracts and purchases made and orders given by this Department for the year 1875.

Very respectfully, your obedient servant,

S. V. BENÉT,

Brigadier-General, Chief of Ordnance.

The Hon. SECRETARY OF WAR.

CONTRACTS OF THE WAR DEPARTMENT.

Statement of contracts for supplies made by the Ordnance Department, under the direction of the Secretary of War, during the year ending December 31, 1875, furnished in compliance with section 229, Revised Statutes United States.

Date of contract or order.	Name of contractor or dealer.	Articles contracted for or ordered.	Place of delivery.	Number or quantity.	Price.	Amount.
June 25, 1875	Cyrus Alger & Co.	1 Moffatt 6-inch breech-loading rifled howitzer	New York agency, N. Y.	1	\$3,750	\$3,750 00
July 16, 1875	Gatling Gun Company	40 Gatling guns, long barrel, caliber .45	Hartford, Conn.	40	\$1,200	48,200 00
Dec. 6, 1875	Paulding, Kemble & Co.	4 wrought-iron tubes and muzzle-collars for 10-inch guns.	Cold Spring, N. Y.	4	\$2,210	8,840 00
June 26, 1875	R. R. Moffatt	1 carriage for Moffatt 6-inch breech-loading rifled howitzer.	New York agency, N. Y.	1	\$250	250 00
Feb. 1, 1875	Paulding, Kemble & Co.	1 elevating-apparatus for Mann gun-carriage	Cold Spring, N. Y.	1		
Nov. 6, 1875	do	1 hydraulic buffer for 20-inch gun-carriage	do	1		
June 26, 1875	do	300 tin cartridge-cases for Moffatt 6-inch breech-loading rifled howitzer.	New York agency, N. Y.	300	\$2 50	750 00
July 6, 1875	Ames Manufacturing Company	50 9-inch Eureka projectiles	do	50		
June 28, 1875	South Boston Iron Company	130 6-inch Butler shells	do	130	\$11 66	1,515 80
June 28, 1875	do	100 6-inch Butler case-shot	do	100	\$14 04	1,404 00
June 28, 1875	do	100 6-inch Butler canister-cases	do	100	\$3 30	330 00
Jan. 6, 1875	Colt's Patent Fire-Arms Manufacturing Company.	100 Colt's revolvers, caliber .45	Hartford, Conn.	100	\$13	1,310 00
Jan. 27, 1875	do	200 Colt's revolvers, caliber .45	do	200	\$13	2,620 00
Mar. 15, 1875	do	2,000 Colt's revolvers, caliber .45	do	2,000	\$13	26,312 00
Mar. 15, 1875	Smith & Wesson	3,000 Schofield-Smith & Wesson revolvers, caliber .45.	Springfield, Mass.	3,000	\$13 50	40,500 00
Sept. 20, 1875	Wilson & Bradbury	100 cavalry saddle-blankets	Watervliet arsenal, N. Y.	100	\$4 50	450 00
Oct. 16, 1875	Peters & Calhoun Company	12 felt saddle-cloths	do	12	\$4	48 00
Aug. 14, 1875	H. Baker & Co.	2,000 sets knives, forks, and spoons	do	2,000	20 cents per set	400 00
Oct. 1, 1875	do	do	do	2,000	do	400 00
July 22, 1875	James McIntyre	100 McIntyre fuses	Fort Monroe arsenal, Va.	100	\$1	100 00
Mar. 30, 1875	United States Cartridge Company	1,000,000 rifle ball-cartridges, caliber .45.	Lowell, Mass.	1,000,000	\$30 per 1,000	
June 1, 1875	do	do	do	1,000,000	do	
July 26, 1875	Union Cartridge Company	do	Bridgeport, Conn.	1,000,000	\$33 per 1,000	33,000 00
May 20, 1875	Union Iron Company	7-inch wrought-iron deck-beams	Rock Island arsenal, Ill.	30 to 35 feet long.	5.31½ cts. per lb.	
		12½-inch wrought-iron I-beams	do	20 to 30 feet long.	5.1 cts. per lb.	
		do	do	40 to 45 feet long.	5.16½ cts. per lb.	
		4-inch wrought-iron I-beams	do	30 to 35 feet long.	5.73½ cts. per lb.	
		Round and flat iron.	do	3 to 30 feet long.	5.1 cts. per lb.	
July 1, 1875	C. S. Osborne & Co	T-iron	do		2.8 cts. per lb.	
		12 sets saddlers' tools	Watervliet arsenal, N. Y.	12	3½ cts. per lb. \$18 92 per set	227 04

ORDNANCE OFFICE, December 31, 1875.

S. V. BENÉT,
Brigadier-General, Chief of Ordnance.

WAR DEPARTMENT, SURGEON-GENERAL'S OFFICE,
Washington, D. C., January 17, 1876.

SIR: I have the honor to transmit a report of contracts made by the Medical Department with physicians for service as acting assistant surgeons United States Army during the year ending December 31, 1875, showing with whom the contract was made, the date and duration thereof, the place of service, and the compensation per month.

Very respectfully, your obedient servant,

J. K. BARNES,
Surgeon-General.

The Hon. SECRETARY OF WAR,
Washington, D. C.

List of contracts made with physicians for duty as acting assistant surgeons during the year ending December 31, 1875.

Name.	Date of contract.	Place of service.	Duration of contract.	Compensation per month.
Allen, S. J.	Feb. 24	Department of the Missouri or elsewhere	One year, if not sooner determined.	\$125 00
Allen, S. J.	Aug. 24	Department of Dakota or elsewhere	do	125 00
Archibald, O. W.	May 8	do	do	125 00
Baggett, J. B.	Sept. 14	Department of Texas or elsewhere	do	125 00
Baird, W. T.	Oct. 29	do	do	125 00
Baker, W. D.	Oct. 7	Department of the Columbia or elsewhere	do	125 00
Baldwin, W. H.	Sept. 7	Department of California or elsewhere	do	125 00
Barbour, William	June 25	Department of the Missouri or elsewhere	do	125 00
Barnett, R.	Mar. 24	Department of the Gulf or elsewhere	do	125 00
Bench, S. S.	June 21	Department of the South or elsewhere	Six months, if not sooner determined	100 00
Bingham, J. E.	Mar. 1	Department of the Columbia or elsewhere	One year, if not sooner determined	125 00
Boyer, S. S.	April 16	Department of Texas or elsewhere	do	125 00
Brandt, W. E.	Jan. 12	Department of the Platte or elsewhere	do	125 00
Burroughs, C. L.	Mar. 5	do	do	125 00
Carson, W. H.	July 23	Fort Barrancas, Fla., or elsewhere	One month, if not sooner determined	125 00
Coe, A. S.	Sept. 27	Fort Ontario, N. Y.	Until determined	75 00
Comegys, E. T.	June 9	Military Division of the Atlantic or elsewhere	One year, or until appointed an assistant surgeon	100 00
Cox, H. T.	Aug. 23	Mobile, Ala.	One month, if not sooner determined	50 00
Crampton, L. W.	Feb. 20	Department of the Gulf or elsewhere	One year, if not sooner determined	125 00
Culver, I. J.	Nov. 24	Department of Texas	While accompanying recruits to Fort Davis, Tex	125 00
*Davie, T. A.	Oct. 15	Department of Dakota or elsewhere	One year, if not sooner determined	125 00
De Wolf, J. M.	Oct. 23	do	do	125 00
*Du Bose, E. W.	Oct. 7	Department of the South or elsewhere	do	100 00
Eddy, O. J.	Aug. 31	Department of Arizona or elsewhere	do	125 00
Finley, S. M.	Oct. 16	Department of Texas or elsewhere	do	125 00
Gardiner, J. B. W.	Feb. 27	Department of Arizona or elsewhere	do	125 00
Goddard, C. C.	Nov. 5	Department of the Missouri or elsewhere	Three months, if not sooner determined	125 00
Gordon, C. C.	Nov. 11	With troops en route to Texas, and return, or elsewhere	Seventy days, if not sooner determined	125 00
Gray, A. J.	April 2	Department of the Platte or elsewhere	One year, if not sooner determined	125 00
Grimes, R. B.	Feb. 19	With recruits en route from New York City to Columbia, S. C.	Until the duty is performed	125 00
Grimes, R. B.	Mar. 11	Department of Texas	One year, if not sooner determined	125 00
Hackett, C. J.	July 18	With detachment of recruits or elsewhere	Thirty days, if not sooner determined	125 00
Hall, William R.	April 16	Military Division of the Atlantic or elsewhere	One year, or until appointed an assistant surgeon	100 00
Hammond, H. J.	June 22	Department of Texas	Twenty days, if not sooner determined	125 00
Hill, I. W.	Feb. 7	Edgefield, S. C.	Three months, if not sooner determined	45 00
Holt, B. L.	May 1	Department of the Platte or elsewhere	One year, if not sooner determined	100 00
Kennon, Lewis	Dec. 17	Fort Bayard, N. Mex., or elsewhere	Three months, if not sooner determined	125 00
Hollock, J. M.	Aug. 20	Department of the South or elsewhere	Three months, if not sooner determined	100 00
La Garde, L. A.	June 25	Department of the Missouri or elsewhere	One year, if not sooner determined	125 00
Laing, J. M.	Sept. 10	Department of the South or elsewhere	do	100 00
*Lamb, D. S.	June 1	Surgeon-General's Office	do	125 00
Laubach, A. J.	Jan. 9	Department of Dakota or elsewhere	do	125 00
Lord, George E.	Jan. 19	do	do	125 00
Lyon, O. B.	Nov. 20	Fort Brady, Mich.	Until determined	40 00

Martin, N. F.	Dec. 23	With recruits en route from New York City to New Mexico	Until the duty is performed	125 00
McCarthy, Thomas	Sept. 21	Department of California or elsewhere	One year, if not sooner determined	125 00
McCarthy, Thomas	Dec. 27	do	do	125 00
McPhail, B. G.	May 12	Department of the Platte or elsewhere	do	125 00
Menger, R.	April 14	Department of Texas or elsewhere	Fifteen days, if not sooner determined	125 00
Merrill, J. C.	May 7	Saint Louis Barracks, Mo., or elsewhere	One year, or until appointed an assistant surgeon	125 00
*Mew, W. M.	May 1	Surgeon-General's Office	One year, if not sooner determined	125 00
Mills, H. R.	June 1	Fort Gratiot, Mich.	As long as his services are required	80 00
Mills, H. R.	Nov. 23	do	do	80 00
Oldmixon, G. S.	Aug. 17	Department of Arizona or elsewhere	One year, if not sooner determined	125 00
Otto, Joseph	Mar. 30	Key West, Fla., or elsewhere	Six months, if not sooner determined	125 00
Owsley, W. T.	Jan. 19	Department of the South or elsewhere	Three months, if not sooner determined	100 00
Pease, T. P.	Sept. 16	Department of the Platte or elsewhere	One year, if not sooner determined	125 00
Porter, H. R.	Sept. 28	Camp Hancock, Dak.	Six months, if not sooner determined	60 00
Porter, J. Y.	June 21	Key West, Fla., or elsewhere	One year, or until appointed ass't surgeon, U. S. A	125 00
Powell, D. F.	Apr. 20	Department of the Platte or elsewhere	One year, if not sooner determined	125 00
Phythian, J. L.	Dec. 14	Newport Barracks, Ky.	do	100 00
Reagles, James	Sept. 25	Department of Arizona	do	125 00
Redd, R. G.	May 4	Department of the South or elsewhere	do	100 00
Reid, S. J.	Apr. 14	Department of California or elsewhere	do	125 00
Rodman, W. B.	Aug. 7	Frankfort, Ky.	One month, if not sooner determined	80 00
Rosson, R. L.	May 19	Fort Monroe or elsewhere	One year, or until appointed ass't surgeon, U. S. A	100 00
*Rothrock, J. T.	May 1	With explorations and surveys west of the 100th meridian	Until determined	125 00
Salomon, L. F.	July 24	Fort Barrancas, Fla., or elsewhere	One month, if not sooner determined	125 00
Sanders, H.	Aug. 23	Department of Arizona	One year, if not sooner determined	125 00
*Scott, L. W.	Dec. 1	New Orleans, La., or elsewhere	Three months, if not sooner determined	125 00
Shannon, W. C.	May 20	Military Division of the Atlantic or elsewhere	One year, or until appointed ass't surgeon, U. S. A	100 00
Smith, E. L.	Dec. 10	Department of California or elsewhere	One year, if not sooner determined	125 00
Smith, R. E.	Mar. 22	Department of the Missouri or elsewhere	do	125 00
Smith, T. F.	Apr. 13	Department of the Columbia or elsewhere	do	125 00
Spencer, W. G.	Jan. 30	Department of the South or elsewhere	do	100 00
Steele, C. H.	Apr. 2	Department of California or elsewhere	do	125 00
Taft, Charles S.	Dec. 13	Department of Texas or elsewhere	do	125 00
Tauszky, R.	Sept. 29	With detachment of recruits to Fort Union, N. Mex.	Until the duty is performed	125 00
Taylor, B. D.	May 6	Military Division of the Atlantic or elsewhere	One year, or until appointed ass't surgeon, U. S. A	100 00
Taylor, M. E.	Apr. 30	Department of the Gulf or elsewhere	do	125 00
Tesson, L. S.	Jan. 13	Department of the Missouri or elsewhere	One year, if not sooner determined	125 00
Thombs, P. R.	Jan. 15	Pueblo, Colo.	do	25 00
Turrill, H. S.	Jan. 6	Department of Texas or elsewhere	do	125 00
Tyler, W. E.	Dec. 27	Madison Barracks, N. Y.	Until determined	40 00
Van Duyn, A. C.	Apr. 8	Leavenworth City, Kans.	One year, if not sooner determined	100 00
Verdier, J. H.	July 30	Fort Jefferson, Fla., or elsewhere	One month, if not sooner determined	125 00
Watkins, E. W.	July 12	Ellijay, Ga.	Three months, if not sooner determined	30 00
Wolfley, W. I.	Oct. 28	Columbus Barracks, Ohio	One year, if not sooner determined	100 00
Wood, M. W.	Feb. 13	Chicago, Ill.	do	100 00
Worthington, J. C.	May 17	Fort McHenry, Md.	One year, or until appointed ass't surgeon, U. S. A	100 00

* Entries which have this mark (*) prefixed are new contracts, substituted for contracts then in force.

J. K. BARNES,
Surgeon-General.

BOUNTY TO COLORED SOLDIERS, RECRUITING
EXPENSES, ETC.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Statement of expenditures on account of payment of bounties to colored soldiers, recruiting and transporting recruits, and contingent expenses of Adjutant-General's Department at headquarters of military divisions and departments.

JANUARY 25, 1876.—Referred to the Committee on Invalid Pensions and ordered to be printed.

WAR DEPARTMENT,
January 21, 1876.

The Secretary of War has the honor to transmit to the House of Representatives, in accordance with section 228 of the Revised Statutes, statements submitted by the Adjutant-General of the Army, of expenditures, &c., of the appropriations for collection and payment of bounty, &c., to colored soldiers, &c.; expenses of recruiting and transportation of recruits, and contingent expenses of the Adjutant-General's Department at headquarters of military divisions and departments, for the fiscal year ending June 30, 1875.

WM. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, January 19, 1876.

SIR: In accordance with the provisions of section 228 of the Revised Statutes, I have the honor to submit herewith statements of expenditures, &c., of the appropriations for "collection and payment of bounty, &c., to colored soldiers, &c.," "expenses of recruiting and transportation of recruits," and "contingent expenses of the Adjutant-General's Department at headquarters of military divisions and departments," for the fiscal year ending June 30, 1875.

I am, sir, very respectfully, your obedient servant,

E. D. TOWNSEND,
Adjutant-General.

The Hon. SECRETARY OF WAR.

Statement showing the amount appropriated for "expenses of recruiting and transportation of recruits," and for "contingent expenses of the Adjutant-General's Department at headquarters of military divisions and departments," for the fiscal year ending June 30, 1875, with the amount expended under each specific head.

APPROPRIATION.

Expenses of recruiting and transportation of recruits:

Amount appropriated.....	\$105,000 00
Amount expended.....	45,613 23

Balance on hand June 30, 1875.....	59,386 77
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Contingent expenses of the Adjutant-General's Department at headquarters of military divisions and departments:

Amount appropriated.....	\$3,000 00
Amount expended.....	2,698 77

Balance on hand June 30, 1875.....	301 23
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Of the balances above mentioned as being on hand June 30, 1875, it is probable that the demands against them will be small.

L. H. PELOUZE,
Assistant Adjutant-General.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, January 19, 1876.

Respectfully submitted in accordance with the provisions of section 228 of the Revised Statutes.

E. D. TOWNSEND,
Adjutant-General.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, January 19, 1876.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, D. C., January 17, 1876.

GENERAL: I have the honor to submit the following statement of expenditures, &c., in the freedmen's branch of your Office, for the fiscal year ending June 30, 1875, as required by section 228 of the Revised Statutes of the United States:

Amount appropriated for collection and payment of bounty, &c., to colored soldiers, &c., for fiscal year.....	\$85,000 00
Amount expended from said appropriation to date.....	64,144 34
Balance.....	20,855 66

Of the balance, \$10,855.66 is in the hands of disbursing-officers, and \$10,000 in the United States Treasury.

It is not expected that any further demands will be made upon said appropriation.

I am, general, very respectfully, your obedient servant,

THOMAS M. VINCENT,
Assistant-Adjutant General.

The ADJUTANT-GENERAL,
United States Army.

Respectfully submitted.

E. D. TOWNSEND,
Adjutant-General.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, January 19, 1876.

MILITARY RESERVATION AT CAMP DOUGLAS, UTAH.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Correspondence relating to the military reservation at Camp Douglas, Utah.

JANUARY 25, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *January 20, 1876.*

The Secretary of War has the honor to submit to the House of Representatives the following communication:

The military reservation of Camp Douglas, Utah, as ordered by the President September 3, 1867, included certain valuable improvements made in good faith by Charles Popper, among which were a slaughter-house and a stone-built soap-factory. The improvements are in a hollow near the northwest corner of the reservation. The matter has been investigated by a board of officers, and the following recommendation of Lieutenant-General Sheridan meets the approval of the Secretary of War: "That the Government relinquish so much of the northwestern corner of the reservation as embraces the apparently just claim of Mr. Charles Popper. This is, in my judgment, the best way to settle this question, especially as that portion of the reservation is not necessary to the wants of the public service at Camp Douglas." The act of June 22, 1874, concerning certain reservations in Arizona, may be suggested as a precedent in point of form.

Attention is also invited to a claim by Stephen Pope for improvements included within the same reservation. In this case a board of officers has recommended the payment by the Government of \$150 for any losses sustained by Pope in consequence of removal from the reservation, but the Secretary of War concurs in the opinion reported by the acting Quartermaster-General—

That the payment * * * recommended by the board * * * cannot be made without the sanction of Congress. The case appears to be similar to that of Matthew Palen and others, for property taken by the Government in the extension of the Camp Mohave reservation, favorably settled by act approved February 19, 1873.

Claims of similar character in the experience of this Department have been not infrequent. With a view to some examination of them

2 MILITARY RESERVATION AT CAMP DOUGLAS, UTAH.

when presented, General Orders No. 74, Adjutant-General's Office, November 2, 1869, provided :

Hereafter no squatter or citizen will be permitted to enter or reside upon a military reservation, unless he be in the employment of the Government, or permitted by the Department commander. * * * Where parties are already in possession, with valuable improvements, the Department commander will cause an investigation to be made, and submit each case separately for the decision and orders of the Secretary of War.

It is believed, however, that compensation for the loss of such improvements cannot, in general, be properly made without the special sanction of Congress, except in cases arising within the old Territory of Oregon, where, by section 9 of the act of February 14, 1853, being an act to amend an act entitled "An act to create the office of surveyor-general of the public lands of Oregon," &c., it is provided as follows:

That if it shall be deemed necessary, in the judgment of the President, to include in any such reservation the improvement of any settler made previous to such reservation, it shall in such case be the duty of the Secretary of War to cause the value of such improvements to be ascertained; and the amount so ascertained shall be paid to the party entitled thereto out of any money in the Treasury not otherwise appropriated.

In accordance with the general policy of encouraging the settlement of the public domain, this act recognizes the justice of making compensation to settlers who have not yet acquired title to their lands, but who have been unexpectedly deprived of the fruits of their labor by the action of the Government. It is respectfully submitted to the consideration of Congress whether some legislative provision, similar to that contained in the above-recited act of Congress relating to the former Territory of Oregon, ought not to be made applicable to military reservations everywhere.

The papers relating to the above-mentioned claims of Charles Popper and Stephen Pope are herewith transmitted.

WM. W. BELKNAP,
Secretary of War.

HEADQUARTERS CAMP DOUGLAS, UTAH TERRITORY,
December 11, 1874.

SIR: In compliance with your instructions, dated headquarters Department Platte, Omaha, Nebr., September 8, 1874, to remove all trespassers from the reservation at Camp Douglas, I have the honor to submit the following report:

Upon investigation the following trespassers were found:

First. Mrs. Ann Elmer has a small two-story house, basement built of red sandstone, upper story of adobe, of little value, situated near the southern line of the reservation, and built before the extension. Mrs. Elmer was notified to remove said building; she has not complied, and it will be taken down as soon as men can be spared for that purpose.

Second. Frame building near northwest corner of reservation, occupied by Mrs. ———; built by mistake on the reservation; notice given, and the house has been removed.

Third. Old brick mills and kiln near west line of reservation, of little value; notice given and complied with.

Fourth. A small adobe house near west line of reservation, owned and occupied by Stephen Pope and wife—very old people—who evidently have been deceived in the purchase of their supposed little property. Upon investigation of their papers, I find that the lot was certified by the Salt Lake authorities to Christian E. Norholm March 24,

1867. No transfer has been made by Norholm to John Baswell, who made a conveyance to Pope, which was recorded March 24, 1869. No action taken in this case, as I would deem it cruel to dispossess these old people at once.

Fifth. Two temporary buildings (board) for ice-houses, half-way between post and west line of reservation, owned by John Heil, who claims to have had verbal permission from Lieut. Col. H. A. Morrow; notice to vacate given; action suspended until petition herewith, marked A, can be considered by the Department commander. I would recommend that he be permitted to use his ice-houses until next fall, and then required to vacate, as he has been to considerable labor and expense.

Sixth. Extensive and valuable improvements near north line of reservation, (see plat inclosed, together with papers in the case, Nos. 1, 2, 3, 4,) belonging to Charles Popper, beef contractor.

These improvements consist of a large sandstone building, suitable for the manufacture of soap and candles; three frame buildings, cattle and pig pens, and considerable fencing, as set forth in Mr. Popper's declaration, and which has been verified by a personal examination in connection with the papers submitted. I have made diligent inquiry and find these improvements were made as stated, previous to the extension of the reservation, as declared by the President of the United States September 3, 1867, and that Charles Popper has an equitable claim for the favorable consideration of the proper authorities.

I have the honor to be, most respectfully, your obedient servant,
JNO. E. SMITH,
Colonel Fourteenth Infantry, Commanding.

To the ASSISTANT ADJUTANT-GENERAL,
Headquarters Department of the Platte, Omaha, Nebr.

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., December 24, 1874.

Respectfully forwarded to headquarters Military Division of the Missouri. Attention is invited to indorsements on the within inclosures.

E. O. C. ORD,
Brigadier-General, Commanding.

[Second indorsement.]

HEADQUARTERS MILITARY DIVISION MISSOURI,
Chicago, December 31, 1874.

Respectfully forwarded to the headquarters of the Army.

In absence of the Lieutenant-General,

R. C. DRUM,
Assistant Adjutant-General.

[Third indorsement.]

HEADQUARTERS OF THE ARMY,
Saint Louis, January 5, 1875.

Respectfully forwarded to the Secretary of War.

W. T. SHERMAN,
General.

[Fourth indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, January 19, 1875.

Respectfully submitted to the Secretary of War, inviting attention to accompanying *brief and report.

E. D. TOWNSEND,
Adjutant-General.

[Fifth indorsement.]

WAR DEPARTMENT,
April 12, 1875.

Respectfully returned to the Adjutant-General.

The views and action of General Ord in all of the within cases, as well as his recommendation regarding the appointment of a board of officers, not stationed at Camp Douglas, to examine into the merits of any claim of Charles Popper to further compensation for improvements, are approved.

The board will be ordered by the Department commander.

WM. W. BELKNAP,
Secretary of War.

Received back Adjutant-General's Office April 13, 1875.

[Sixth indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, April 15, 1875.

Respectfully returned, †through headquarters of the Army, to the commanding general Department of the Platte, for appropriate action, inviting attention to the decision and orders of the Secretary of War, indorsed hereon.

These papers to be returned to this Office, with report of action and proceedings of board of officers.

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

Received back Adjutant-General's Office June 10, 1875.

[Seventh indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, June 11, 1875.

Respectfully returned to the Secretary of War, with proceedings of a board of officers, convened by orders from headquarters Department of the Platte, dated May 7, 1875, in the case of Mr. Charles Popper.

E. D. TOWNSEND,
Adjutant-General.

2993 Adjutant-General's Office accompanying.

* 1 inclosure. Withdrawn and held in Adjutant-General's Office, April 14, 1875, with inclosure No. 4—personal letter of Colonel Smith to General Townsend, in regard to Mr. Popper's case. Replaced June 11, 1875, (seventh indorsement,) and again withdrawn June 25, 1875. Replaced January, 1876, (fifteenth indorsement.)

† Mailed direct to Department headquarters.

[Eighth indorsement.]

WAR DEPARTMENT,
June 19, 1875.

Respectfully returned to the Adjutant-General of the Army, calling attention to the fact that General Crook's order convening the board of officers does not appear to have been exactly conformable to the directions of the Secretary of War. The Secretary of War approved of the views and recommendations of General Ord. These were as follows: * * * "I therefore disapprove of any commission to purchase land being given this man, because of the various privileges and favors granted him of occupying gratis a valuable and choice location, well supplied with a never failing spring. * * * I recommend that a board of officers, not stationed at Camp Douglas, be ordered to examine into the merits of any claim of Mr. Popper to further compensation for improvements, and after assessing the rent which the land could have brought the United States on Mr. Popper, at current rates, the difference, if any, between the actual present worth of Mr. Popper's original improvements, not the farm or appurtenances thereto, and what Mr. Popper would have had to pay as rent to private parties, be allowed him."

Let the papers be returned to the general commanding the Department of the Platte with directions to reconvene the board of officers for the purpose of carrying out the foregoing recommendations of General Ord. Congress alone can permit Mr. Popper to acquire a title to any part of the reservation. While this may prove, after all, the best settlement of the claim, it is not the mode heretofore approved by the Secretary of War, and for which the services of the board of officers were particularly required.

WM. W. BELKNAP,
Secretary of War.

Received back Adjutant-General's Office June 24, 1875.

[Ninth indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, June 25, 1875.

Respectfully returned through Headquarters of the Army to the commanding general Department of the Platte, who will cause the board of officers to be reconvened in accordance with the instructions of the Secretary of War, contained in preceding indorsement, (8th.)

These papers to be returned as heretofore directed.

By order of the Secretary of War:

THOMAS M. VINCENT,
Assistant Adjutant-General.

[Tenth indorsement.]

HEADQUARTERS OF THE ARMY,
Saint Louis, June 28, 1875.

Respectfully transmitted, through headquarters Division of the Missouri.

By command of General Sherman:

WM. D. WHIPPLE,
Assistant Adjutant-General.

[Eleventh indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, June 29, 1875.

Respectfully returned to the commanding general Department of the Platte.

By command of Lieutenant-General Sheridan:

R. C. DRUM,
Assistant Adjutant-General.

[Twelfth indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., November 13, 1875.

Respectfully returned to Colonel J. N. Palmer, Second Cavalry, president of the board of officers convened by paragraph 6, Special Orders No. 55, and reconvened per paragraph 2, Special Orders No. 123, current series, from these headquarters, copy inclosed.

By command of Brigadier-General Crook:

GEO. D. RUGGLES,
Assistant Adjutant-General.

[Received back December, 15, 1875, with proceedings indorsed, and certified to Colonel Palmer, Second Cavalry, president of the board, for completion, December 16, 1875; back, with correction made, December 23, 1875.]

[Thirteenth indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Neb., December 23, 1875.

Respectfully returned, through headquarters Military Division of the Missouri, to the Adjutant-General of the Army, with new proceedings in the case, which are approved.

GEORGE CROOK,
Brigadier-General, Commanding.

[Fourteenth indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, December 28, 1875.

Respectfully returned to the Adjutant-General of the Army, recommending that the Government relinquish so much of the northwestern corner of the reservation as embraces the apparently just claim of Mr. Charles Popper.

This is, in my judgment, the best way to settle this question, especially as that portion of the reservation is not necessary to the wants of the public service at Camp Douglas.

P. H. SHERIDAN,
Lieutenant-General, Commanding.

[Received back Adjutant-General's Office, December 31, 1875, with three inclosures, twelve indorsements.]

[Fifteenth indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, January 4, 1876.

Respectfully returned to the Secretary of War, inviting attention to thirteenth and fourteenth indorsements hereon.

E. D. TOWNSEND,
Adjutant-General.

TERRITORY OF UTAH, *County of Salt Lake, ss :*

Charles Popper, of lawful age, being first duly sworn, deposes and says that he is a citizen of the United States of America, and is now, and has been since November, 1864, a resident of Salt Lake City, in the Territory of Utah; that in said year, 1864, he bought and purchased of parties not now here, and obtained of the parties purchased from, a bill of sale, "which was afterward delivered to George R. Maxwell, then United States register of the land-office of Utah Territory," *for the improvements* located and situated at the mouth of Dry Cañon, near Salt Lake City, in Salt Lake County, Utah Territory, and designated on the Camp Douglas military-map, consisting of a *log-house* and *corral*, for which affiant paid the sum of eight hundred (800) dollars; and immediately thereafter erected a slaughter-house, *with additional corrals*, at a cost of two thousand (2,000) dollars; affiant also, at this time, dug and built a ditch to the distance of a quarter of a mile, and laid pipes from a spring on said premises in Dry Cañon to the said slaughter-house, at a cost of five hundred (500) dollars more. In the year 1865 affiant also had a rock-building, with cut stones, erected in same vicinity on said land, for a soap-factory, adjoining the said slaughter-house, at a cost of fourteen thousand (14,000) dollars, *and has since then* expended in improvements on the said premises *not less than ten thousand (10,000) dollars in outbuildings, stables, and fences.* Affiant further states on oath that he is now, and has always, peaceably occupied the said premises and property, for slaughter-house purposes and manufacturing soaps. Affiant further says that he has also supplied the United States Army at Camp Douglas since July, 1865, with fresh beef, either by contract direct or through others, from the said mentioned slaughter-house; that he has NEVER PRE-EMPTED any other lands, either for himself or others. At the time affiant purchased said described property, the same was not reserved, to the best of his knowledge and belief, and that he was not aware, or in any wise made cognizant, with the intention of the Government of the United States to extend the military reservation of Camp Douglas over the said premises occupied and improved by him (affiant) at great expense, nor afterward, until the year 1867, when affiant was informed that said extension was just made, or about to be made. That since affiant purchased said property and premises, he has always held peaceable possession of the same.

Affiant therefore now respectfully asks to be allowed to purchase *as much ground for his own benefit* as the United States Government shall deem meet and see fit, on and in the vicinity of the premises aforesaid.

CHARLES POPPER:

Subscribed and sworn to before me, this 15th day of October, A. D. 1874, by Charles Popper.

[SEAL.]

ALFRED S. GOULD,
Clerk of the Supreme Court of Utah Territory,
By CHARLES A. GOULD, *Deputy Clerk.*

Subscribed and sworn to before me, the subscriber, Charles Popper, this 15th day of October, A. D. 1874.

[SEAL.]

C. A. GOULD,
Notary Public.

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., December 24, 1874.

Respectfully forwarded to headquarters Military Division of the Missouri. It seems from the papers that Charles Popper purchased originally only the improvements, consisting of the log-house and corral, but no land; if there was land purchased, the applicant fails to prove it or show deed; that after 1867, the claimant has been allowed to occupy, and from time to time extend his improvements without authority from Washington or the department commander, and this without paying any rent for so valuable a privilege, but because he was the beef-contractor, and, as Colonel Morrow informed me, required the use of the slaughter-house to slaughter beef furnished the garrison. On my first inspection of this post, I called the attention of the post commander to this man's case, and he informed me then that it was used as a slaughter-house, and I then rode over and inspected the place; found a small corral or inclosure, also a log-house and one small building, which I supposed was the beef-house. Since then, in opposition to my instructions to Colonel Morrow, considerable additional ground has been fenced in with ornamental fences, and quite a farm started, and, I was informed, trees planted thereon, &c., and I therefore disapprove of my permission to purchase land being given this man, because of the various privileges and favors granted him of occupying gratis a valuable and choice location, well supplied with a never-failing spring. I am satisfied that if this permission is granted, numerous other claimants will start up and bring out papers to show they had better claims to the Government reservation than that shown by Popper, and been deprived of them all the time while he has not. I recommend that a board of officers not stationed at Camp Douglas, be ordered to examine into the merits of any claim of Mr. Popper to further compensation for improvements, and after assessing the rent which the land could have brought the United States or Mr. Popper, at current rates, the difference, if any, between the actual present worth of Mr. Popper's original improvements, not the farm or appurtenances thereto, and what Mr. Popper would have had to pay as rent to private parties, be allowed him.

E. O. C. ORD,
Brigadier-General, Commanding.

To the honorable the SECRETARY OF WAR,
Washington, D. C.:

The undersigned, citizens of Salt Lake City, Utah Territory, respectfully petition and pray that John Heil, of Salt Lake City, be granted permission to cut and save ice on the military reservation of Camp Douglas, for the use of the inhabitants of said city.

By leave of Lieutenant-Colonel Henry A. Morrow, United States Army, heretofore in command at Camp Douglas, John Heil, in 1873, constructed an ice-pond and ice-houses, at considerable expense, and unless he is allowed to continue in his business will suffer great loss for the improvements so made by permission of a former commandant.

Mr. Heil's lake and ice houses are situated on Red Butte Cañon Creek, over three-quarters of a mile from the post headquarters, and in no way interfering with the military establishment. The ice is made from pure water, and is a public benefit to the people of Salt Lake City and surrounding settlements.

John Heil, herein named, is a good citizen and we deem him worthy of the favor herein prayed for.

Geo. L. Woods, governor of Utah.	Pat O'Neil.
Reid, Kinsey and Greeley.	C. W. Johnson.
Geo. A. Black, secretary Utah Territory.	Tom Cupit.
O. J. Hollister, collector internal revenue.	Wm. D. Wilson.
Geo. B. Maxwell, United States marshal, Utah.	P. Swann.
Dennis J. Toohy, United States commissioner.	John Chislett.
D. R. Patten & Co., proprietors Walker House.	S. W. Brown.
Jno. P. Taggart, M. D.	F. Cisler.
Marsh & Greenwald, proprietors Salt Lake House.	John G. Tyler.
Wm. H. Pitts, druggist.	M. Rehwartz.
David F. Walker.	Benj. M. Rearlman.
Malcolm Graham.	M. B. Edinger.
John H. Leyson.	J. R. Girard.
L. Cohn.	Samuel I. Nathan.
J. Eagler.	P. J. Girardet.
R. Alff.	Jno. Griffin.
W. B. Mathewson.	C. Yeamans.
J. P. Horan.	J. Beaty.
John Henderson.	John Pape.
Woolf & Hyams.	Frank Schuler.
John G. Johnston.	L. Arnstein.
Simon Woolf.	Hauck & Co.
Geo. H. Knowlden.	M. Moritz.
W. F. Bartlet.	John Boutter.
Wm. R. McComas.	John Brown.
Joseph Broughton.	F. C. Andrew.
W. W. Woods.	Roberts & Son, merchants.
E. M. Shipman.	Fritz Fullrieds, merchant.
Jacob Alt.	Jacob Herrmann.
S. E. Reid, proprietor Pacific House.	Owen Gray.
W. S. Woodhull.	Jacob Moritz.
Edward Reid.	P. Kappelkarn.
G. J. Clark.	J. H. Gardiner.
L. M. Painter.	Chas. Mahrt.
C. H. Wagner, restaurant, Saddle-rock and oyster house.	James Dowl.
Willis Milliken.	Samson Bros. & Co.
James Irwin.	Moore, Field & Co., druggists.
P. Edw. Connor.	Edward Michaelis.
J. V. Dewey, Paymaster United States Army, stationed at Salt Lake City.	Henry Harriis.
Kahn Bros.	James Crossley.
J. L. Hale.	Rudolph B. Horn.
B. Kuhn.	Herrmann Hill.
J. G. Williams.	Fred. Lutz.
Geo. E. Thornton.	F. M. Hill.
	T. Kremer.
	John Metz.
	John H. Scott.
	José Dudler.
	J. H. Hagu.
	John F. Kinney, junior.
	Geo. H. Lewis.
	Atchison & Stull.
	Ch. Popper.

S. H. Newcomer.
 Christopher Diehl.
 Henry Monheim.
 M. Myers.
 W. Brennirke.
 Eli Ranschoff.
 Walters & Brother.
 Siegel Brothers.
 H. Trunot.
 A. Retnake.
 John Cunningham, merchant.
 Joseph Braithwaite.
 Sargio & Wilton.
 M. M. Kelly.
 W. P. Hapgood.
 Henry Heist.
 Ernest Beckert.
 Louis Ordner.
 Henry Bühring.

J. M. Barratt.
 P. Margetts.
 James Townsend.
 Geo. Higgins.
 C. C. Cunningham.
 Willitt Pottenger, register of land-office.
 W. C. Hurlbut.
 W. F. Bennett.
 G. W. Overton.
 Henry Heilbrouner.
 G. F. Culmer & Co.
 Wallin & Tanner.
 T. F. Mulvey.
 H. J. Rundall.
 Henry Wagener.
 Augustus Poolech.
 N. Boukofsky.
 Scott, Dunham & Co.

(Indorsed :) A. John Heil's petition.

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., December 24, 1874.

Respectfully forwarded to headquarters Military Division of the Missouri, not approved. The permission to build this ice-house was, if granted by Colonel Morrow, directly in the face of positive orders from Washington, (see General Orders, No. 74, of 1869,) and to continue the permit would be an encouragement of such violations.

E. O. C. ORD,
Brigadier-General, Commanding.

Papers in case of John Heil. (Additional papers in this case held in Adjutant-General's Office.)

Inclosure 2 of 538 War Department, 1875, missing.

(*Mem.*—This inclosure was probably an envelope, covering papers in case of John Heil, and not marked as an inclosure in Adjutant-General's Office.)

SALT LAKE CITY, *November 30, 1874.*

SIR: We, the undersigned, citizens of Salt Lake City, do respectfully petition the right to use one acre and a half of land, situated in the Camp Douglas survey, formerly occupied by Mr. Connolly, for the purpose of making bricks thereon, and for which we will pay ten thousand bricks per annum for one year or more.

One of our number will wait on you for reply.

For reference we would refer you to Mayor Daniel H. Wells.

Very respectfully,

EDWARD BRALY.
 ROBERT BRALEY.
 GEORGE CHESHIRE.

To General SMITH,
Commander, Camp Douglas.

HEADQUARTERS CAMP DOUGLAS, U. T.,
December 11, 1874.

I have the honor to forward, for the action of the general commanding department, the within application, with the recommendation that it be favorably considered upon such terms as I may be able to effect, for a term not exceeding one year, subject to renewal if to the interest of the Government, without the right of assignment of the privileges granted.

In view of the probable necessity for brick at this post I think such an arrangement would be to our advantage.

JNO. E. SMITH,
Colonel Fourteenth Infantry, Commanding.

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Neb., December 24, 1874.

Respectfully forwarded to headquarters Military Division of the Missouri, not approved.

E. O. C. ORD,
Brigadier-General, Commanding.

CAMP DOUGLAS, U. T.,
December 10, 1874.

DEAR SIR: Charles Popper, of Salt Lake City, beef-contractor for this post, desires me to remind you that some two years since he had the honor to confer with you in relation to his occupancy of a portion of the reservation at this post, prior to the extension, September 3, 1867, and that you were then so kind as to advise him to present the evidence of his claim to the honorable the Secretary of War, and to remind you of his action.

In compliance with the above request I have the honor to inform you that the papers will be forwarded through the military channels, and will pass through your hands in due time.

Very respectfully, your obedient servant,

JNO. E. SMITH,
Colonel Fourteenth Infantry.

General E. D. TOWNSEND,
Washington, D. C.

The only thing I remember on this subject is Mr. Popper's statement that he needed a portion of the reserve to slaughter for the use of the military command. I think the proposition was only to be allowed to occupy, not to purchase or lay claim to any part of the reserve.

E. D. TOWNSEND,
Adjutant-General.

JANUARY 19, 1875.

TERRITORY OF UTAH,
County of Salt Lake, ss:

George R. Maxwell, being first duly sworn, says that he was register of the land-office at Salt Lake City from the 15th day of June, A. D. 1869, until the 1st day of January, 1874; that as such register there

was filed before him full and ample testimony, amounting to proof in his judgment, that one Charles Popper occupied and improved a portion of land now embraced in the Camp Douglas military reservation as a slaughter-house and a soap-factory; had expended large sums of money in the purchase of improvements and making additional improvements, thereon; designated as Popper's slaughter-house, at the mouth of Dry Cañon. He, Popper, filed among other things a deed for said premises, dated in 1864, and one from the previous owner, dated some time in 1858; said papers were all forwarded to the General Land Office as per records of local office. The proof showed to my satisfaction that said Popper was at that time, and at all times since the purchase of said Popper, had been in the possession of said claim, occupying it as a slaughter-house and soap-factory. I recommended that he (Popper) be allowed to purchase the same. I am thus particular because I interested myself in his (Popper's) case. I am now United States marshal for Utah.

GEORGE R. MAXWELL.

Subscribed and sworn to before me this 12th day of October, 1874.
[SEAL.]

JOSEPH F. NOUNNAN, *Clerk.*
By WILLIS P. McBRIDE,
Deputy Clerk.

UNITED STATES OF AMERICA,

Territory of Utah, County of Salt Lake, ss :

George Naylor, of lawful age, being by me first duly sworn, on his oath deposes and says, that he is a citizen of the United States of America, and a resident of Salt Lake City, in the county and Territory aforesaid; that in the month of October, in the year A. D. 1852, he erected a house and occupied the following-described property, to wit, the property at the mouth of Dry Cañon, in the county and Territory aforesaid, as designated on the plat of the Camp Douglas reservation, now occupied by Charles Popper as a slaughter-house and soap-factory, and that he was the first occupant thereof, and that he occupied the same for two years; that since his disposal of the said property it has been occupied by other parties to him unknown; that he knows of his own knowledge that the said property has been occupied by said Charles Popper for ten years last past as a slaughter-house, and the said Popper has all that time been in peaceable and undisturbed possession of said property.

GEORGE NAYLOR.

Subscribed and sworn to this 10th day of October, A. D. 1874, before me.

[SEAL.]

JOS. F. NOUNNAN,
Clerk Third District Court, Utah Territory.

Brief and report respecting the United States military reservation of Camp Douglas, Utah Territory, and the claims of settlers residing thereon.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, January 19 1875.

The military post of Camp Douglas, Utah, was established on the 26th day of October, 1862, by the commanding officer, district of Utah,

pursuant to orders from headquarters Department of the Pacific, and has been continually garrisoned since.

The records show that, under date of September 3, 1867, the President of the United States ordered a military reservation of two miles square at the post, but it does not appear to have been definitely located or surveyed until 1869. The reservation was announced in General Order No. 66, headquarters Department of the Platte, December 17, 1869, copy herewith:

[General Order No. 66.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., December 17, 1869.

I. In accordance with instructions from the Lieutenant-General commanding the military division, the military reservation of Fort Bridger is reduced to an area of four square miles, with description as follows:

Commencing at the east corner of the new cemetery on the bluff, one mile south-southeast of the fort; thence running due north two miles and $121\frac{1}{2}$ feet to a point on the bluff just beyond Black's Fork; thence due west one mile; thence due south four miles; thence easterly to a point one mile and $5,158\frac{1}{2}$ feet south of the initial point; thence due north to the initial point. The corners and intermediate miles are indicated by wooden posts marked "U. S. M. R."

The variation of the compass at the date of survey (October, 1869) was $17^{\circ} 17'$ east.

II. The reservations of Fort McPherson, Nebraska, and *Camp Douglas, Utah*, are hereby announced as follows, viz:

FORT M'PHERSON.

Commencing at a point one mile due south of the flag-staff in the center of the parade-ground; thence two (2) miles due east; thence due north to the north bank of the Platte River; thence westerly along said north bank to the meridian two miles west of the flag-staff; thence south along said meridian until it strikes the parallel one mile south of said flag-staff; thence east along said parallel to the point of beginning.

CAMP DOUGLAS.

Beginning at a point one mile due west of the flag-staff; thence one mile north; thence two miles east; thence two miles south; thence two miles west; thence one mile north to the point of beginning.

By command of Brevet Major-General Augur:

GEO. D. RUGGLES,
Assistant Adjutant-General.

By letter of February 4, 1870, from this Office a copy of said order and a plat of the reservation were transmitted to the Commissioner of the General Land-Office for record in his Office, to which the order of the President and accompanying papers had been sent in September, 1867.

[General Order No. 74.]

HEADQUARTERS OF THE ARMY, ADJUTANT-GENERAL'S OFFICE,
Washington, November 2, 1869.

The following orders, received from the War Department, are hereby published in place of those embraced in General Order No. 62, of August 16, 1869, which are rescinded:

Hereafter no squatter or citizen will be permitted to enter or reside upon a military reservation unless he be in the employment of the Government, or permitted by the department commander, in which case his residence thereon must cease upon his being discharged or the permission withdrawn.

Department commanders will exercise a general supervision of all military reservations within the limits of their commands, and will use force to remove squatters or trespassers when, in their judgment, it becomes necessary.

Where parties are already in possession, with valuable improvements, the department commander will cause an investigation to be made and submit each case separately for the decision and orders of the Secretary of War.

By command of General Sherman:

E. D. TOWNSEND,
Adjutant-General.

December 11, 1874, the commanding officer, Camp Douglas, in compliance with instructions from headquarters Department of the Platte, dated September 8, 1874, to remove all trespassers from the reservation, reported that, upon investigation, the following trespassers were found, (exclusive of three cases which were disposed of:)

STEPHEN POPE.

The commanding officer states that there is a small adobe house near west line of the reservation, owned and occupied by Stephen Pope and wife, very old people, who have evidently been deceived in the purchase of their supposed property; that upon examination of their papers he finds that the lot was certified by the Salt Lake authorities to Christian E. Norholm, March 24, 1867; that no transfer has been made by Norholm to John Baswell, who made a conveyance to Pope, which was recorded March 24, 1869. Says no action was taken in this case, as he would deem it cruel to dispossess these old people at once.

JOHN HEIL.

The commanding officer states that there are two temporary buildings (board) for ice-houses half-way between the post and the west line of the reservation, owned by John Heil, who claims to have had verbal permission from Lieut. Col. H. A. Morrow; that notice to vacate was given, but action was suspended until Heil's petition could be considered by the department commander. Recommends that Heil be permitted to use his ice-houses until next fall, and then be required to vacate, as he has been to considerable labor and expense.

The petition in question, which is addressed to the Secretary of War, is signed by the governor and secretary of state of the Territory, several United States officers and other officials, citizens, &c.; and petitioners pray that Heil be granted permission to cut and save ice on the reservation for the use of the inhabitants of Salt Lake City, representing that by leave of Lieut. Col. Henry A. Morrow, heretofore in command at Camp Douglas, Heil, in 1873, constructed an ice-pond and ice-houses at considerable expense, and that, unless he is allowed to continue in his business, will suffer great loss for the improvements so made by permission of a former commandant; that said lake and ice-houses are situated on Red Butte Cañon Creek, over three-quarters of a mile from the post headquarters, and in no way interfering with the military establishment; that the ice is made from pure water, and is a public benefit to the people of Salt Lake City and surrounding settlements; that Heil is a good citizen, and they deem him worthy of the favor prayed for.

General Ord, the department commander, forwards the petition not approved, remarking the permission to build this ice-house was, if granted by Colonel Morrow, directly in the face of positive orders from Washington, (General Order 74, of 1869, from this Office,) and that to continue the permit would be an encouragement of such violations.

CHARLES POPPER, (BEEF-CONTRACTOR.)

The commanding officer states that there are extensive and valuable improvements near the north line of the reservation, belonging to Mr. Popper—*vide* plat; that these improvements consist of a large sandstone building, suitable for the manufacture of soap and candles; three frame buildings, cattle and pig pens, and considerable fencing, as set forth in

Mr. Popper's declaration, and which has been verified by a personal examination in connection with the papers submitted; that he has made diligent inquiry and finds these improvements were made, as stated, previous to the extension (location?) of the reservation as declared by the President, September 3, 1867, and that Mr. Popper has an equitable claim for the consideration of the proper authorities.

The declaration in question, which is sworn to, sets forth that in the year 1864 he purchased of parties not now present, and obtained from them a bill of sale for the improvements located at the mouth of Dry Cañon, near Salt Lake City, and designated on the Camp Douglas military map, and that said bill of sale was afterwards delivered to the United States register of the land office of Utah Territory; that said improvements consisted of a log house and corral, for which he paid \$800, and immediately afterwards erected a slaughter-house, with additional corrals, at a cost of \$2,000, and built a ditch $\frac{1}{4}$ of a mile in length, and laid pipes from a spring on said premises in Dry Cañon to said slaughter-house, at a cost of \$500 in addition; that in 1865 affiant also had a rock building, with cut stones, erected in the same vicinity, on said land, for a soap-factory, adjoining said slaughter-house, at a cost of \$14,000, and has since then expended in improvements on said premises not less than \$10,000 in out-buildings, stables, and fences; that he is now occupying, and has occupied, the said premises and property peaceably, for slaughter-house purposes and manufacturing soaps; that he has also supplied the United States Army at Camp Douglas, since July, 1865, with fresh beef, either by contract direct, or through others, from the said mentioned slaughter-house, and that he has *never* pre-empted any other lands, either for himself or others.

The declaration further sets forth that at the time affiant purchased said described property it was not reserved to the best of his knowledge and belief, and that he was not aware of, or in anywise made cognizant with, the intention of the Government of the United States to extend the military reservation of Camp Douglas over the said premises occupied and improved by him at great expense, nor afterward, until the year 1867, when he was informed that said extension was just made, or about to be made; and he therefore asks to be allowed to purchase as much ground for his own benefit as the United States Government shall deem meet and see fit, on and in the vicinity of the aforesaid premises.

With the papers in Mr. Popper's case are two affidavits, as follows:

1. George R. Maxwell, United States marshal for Utah, states that he was register of the land-office at Salt Lake City, from June 15, 1869, to January 1, 1874, and as such register there was filed before him full and ample testimony, amounting to proof, in his judgment, that Charles Popper occupied and improved a portion of land now embraced in the Camp Douglas military reservation as a slaughter-house and a soap-factory; had expended large sums of money in the purchase of improvements and making additional improvements thereon, designated as Popper's slaughter-house, at the mouth of Dry Cañon; that Popper filed, among other things, a deed for said premises dated in 1864, and one from the previous owner, dated in 1858, and that said papers were all forwarded to the General Land-Office, as per records of the local office; that the proof showed to his satisfaction that said Popper was at that time, and had been at all times since the purchase of said claim, in possession of and occupying it; and he recommends that Mr. Popper be allowed to purchase the same. Says he is thus particular because he interested himself in Popper's case.

2. George Naylor states that in October, 1852, he erected a house and occupied the property now occupied by Charles Popper, as designated on the plat of the Camp Douglas reservation, and that he was the first occupant thereof, and occupied the same for two years; that since his disposal of the said property it has been occupied by other parties to him unknown; that he knows of his own knowledge that the said property has been occupied by the said Charles Popper for ten years last past as a slaughter-house, and that said Popper has all that time been in peaceable and undisturbed possession of said property.

The declaration of Mr. Popper is indorsed by General Ord as follows:

"It seems from these papers that Charles Popper purchased originally only the improvements, consisting of the log house and corral, but no land; if there was land purchased, the applicant fails to prove it or show deed; that after 1867 the claimant has been allowed to occupy and from time to time extend his improvements without authority from Washington or the department commander, and this without paying any rent for so valuable a privilege, but because he was the beef-contractor, and, as Colonel Morrow informed me, required the use of the slaughter-house to slaughter beef furnished the garrison.

"On my first inspection of this post, I called the attention of the post commander to this man's case, and he informed me then that it was used as a slaughter-house, and I then rode over and inspected the place, found a small corral or inclosure, also a log house and one small building which I supposed was the beef-house. Since then, in opposition to my instructions to Colonel Morrow, considerable additional ground has been fenced in with ornamental fences and quite a farm started, and I was informed trees planted thereon, &c., and I therefore disapprove of any permission to purchase land being given this man because of the various privileges and favors granted him of occupying gratis a valuable and choice location well supplied with a never-failing spring. I am satisfied that if this permission is granted numerous other claimants will start up and bring out papers to show they had better claims to the Government reservation than that shown by Popper, and been deprived of them all this time, while he has not.

"I recommend that a board of officers, not stationed at Camp Douglas, be ordered to examine into the merits of any claim of Mr. Popper to further compensation for improvements, and after assessing the rent which the land could have brought the United States, or Mr. Popper, at current rates, the difference, if any, between the actual present worth of Mr. Popper's original improvements, not the farm or appurtenances thereto, and what Mr. Popper would have had to pay as rent to private parties, be allowed him."

[See personal letter from Col. John E. Smith, Fourteenth Infantry, to General E. D. Townsend, in case of Mr. Popper, herewith, with the general's remarks indorsed thereon.]

Petition of Edward Braley, Robert Braley, and George Cheshire.

These parties, citizens of Salt Lake City, ask the right to use one acre and a half of land, situated in the Camp Douglas survey, formerly occupied by Mr. Connolley, for the purpose of making bricks thereon, and for which they will pay ten thousand bricks per annum for one year or more. Refer to Mayor Daniel H. Wells.

Forwarded by post commander "with the recommendation that it be favorably considered, upon such terms as I may be able to effect, for a term not exceeding one year, subject to renewal if to the interest of

the Government, without the right of assignment of the privilege granted;" adding that, "in view of the probable necessity for brick at this post, I think such an arrangement would be to our advantage."

Forwarded by General Ord, not approved.

All the papers are forwarded from division headquarters without remark, and by the General of the Army to the Secretary of War.

Map No. 2, showing the division of Mr. Popper's land as recommended by the board.

Papers in case of Charles Popper.

Proceedings of a board of officers which assembled at Camp Douglas, Utah, by virtue of the following special orders, viz:

[Special Order No. 55.—Extract.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., May 7, 1875.

* * * * *

V. A board of officers, to consist of Col. I. N. Palmer, Second Cavalry; Col. F. F. Flint, Fourth Infantry; and First Lieut. George O. Webster, adjutant Fourth Infantry, will assemble at Camp Douglas, Utah Territory, at 10 o'clock a. m. on Thursday, May 13, 1875, or as soon thereafter as practicable, to examine into the merits of any claim of Mr. Charles Popper to further compensation for improvements on the military reservation of Camp Douglas, and to investigate generally and thoroughly, and report fully, upon the subject of the occupation of part or parts of the said reservation by the said Mr. Charles Popper or his agents.

* * * * *

By command of Brigadier-General Crook:

GEO. D. RUGGLES,
Assistant Adjutant-General.

CAMP DOUGLAS, UTAH TERRITORY,
May 13, 1875—10 a. m.

The board met pursuant to the above order.

Present: Col. I. N. Palmer, Second Cavalry; Col. F. F. Flint, Fourth Infantry; First Lieut. Geo. O. Webster, Fourth Infantry; and Mr. Charles Popper also being present.

The board, accompanied by Mr. Charles Popper and Col. John E. Smith, Fourteenth Infantry, commanding officer at Camp Douglas, Utah Territory, proceeded to make a careful examination of the ground upon which the slaughter-house and other improvements of Mr. Popper are situated. The buildings upon the land in question consist of a stone house, formerly used as a soap-factory; a slaughtering house, and pens for cattle, hogs, and sheep, and a stable. There is also a picket-fence inclosing a piece of ground and as a corral for cattle.

After a full examination of the grounds and buildings, the board adjourned to meet at Salt Lake City on the following day, in order to take the statements of various citizens who were stated by Mr. Popper to be cognizant of important facts in regard to his occupancy of the locality in question.

SALT LAKE CITY, UTAH TER.,

May 14, 1875—10 a. m.

The board met pursuant to the adjournment of yesterday.

Present: the same members as yesterday; Mr. Charles Popper also being present. Several respectable citizens appeared at the request of the board to give statements, which are considered perfectly reliable. From the statements of these citizens, and from the documentary evidence furnished, the board find the following facts, viz: Mr. Charles Popper established himself upon the property in question as long since as 1864, and when it was not presumed that there was any intention on the part of the United States Government to take the land for military purposes. Mr. Popper erected the buildings necessary for him to carry on the business of butcher, and he fixed his residence on the same ground for several consecutive years. Mr. Popper had taken all the necessary steps to secure the title to his land, as is shown by the official records of the land-office, and he was thus in peaceable possession of his property at the date of the President's order directing the extension of the military reservation of Camp Douglas from one square mile to two miles square, which order was promulgated on September 3, 1867, and which extended the reservation over Mr. Popper's land.

Mr. Popper has regularly paid taxes to the city authorities of Salt Lake City in accordance with annual assessments made by said authorities upon said land and improvements, and annually paid to the said city authorities a specified sum for license to carry on his business since the year 1864. Since September 3, 1867, Mr. Popper has not erected any permanent improvements, nor has he done anything more than to keep the buildings in proper repair, except to put up the picket-fence inclosing a corral for his cattle.

Col. John E. Smith, Fourteenth Infantry, commanding at Camp Douglas, gives it as his opinion that Mr. Popper's property is in no way necessary for military purposes. It is some distance from the main road leading from Camp Douglas to Salt Lake City. The slaughter-house is in no way a nuisance to the post; a considerable portion of the ground is unfit for any purpose, being the side of a mountain, or broken up in ravines or ditches, and is so located that it will probably never be required for any public purposes.

Although the order convening the board in this case does not direct that an opinion be expressed, it is believed that it was intended that it should do so, and it is the opinion of the board that Mr. Popper should be permitted to acquire a title to any portion of the land designated in the accompanying map as Popper's property, which was not included in the first reservation of one mile square, and was brought into the reservation, as declared by the order of the President, September 3, 1867.

But, as it is considered that it would be for the best interests of the service for the Government to have possession of the lower half of the southernmost portion of Mr. Popper's land, it is recommended that if any permission is accorded to Mr. Popper to purchase, that such southern half be retained, giving him, Popper, an equal amount of land immediately to the westward of the northern half of such southern portion. The board inclose a map showing the proposed division of the "quarter-section" referred to. (Map is dated Salt Lake City, Utah Territory, May 15, 1875.)

Mr. Popper has declared himself satisfied with such an arrangement the one just referred to.

There is no evidence to show that Mr. Popper has ever received any

compensation whatever from the Government for any of his improvements.

There being no further business before it, the board adjourned *sine die* May 17, 1875.

I. N. PALMER,
Colonel Second Cavalry, President of the Board.
F. F. FLINT,
Colonel Fourth Infantry.
GEORGE O. WEBSTER,
First Lieutenant Fourth Infantry, Recorder.

CAMP DOUGLAS, UTAH TERRITORY,
May 17, 1875.

SIR: I have the honor to forward herewith proceedings of a board of officers which assembled at Camp Douglas, Utah, by virtue of Special Order 55, current series, from department headquarters, together with the papers which were referred to the board for its information.

Very respectfully, your obedient servant,

I. N. PALMER,
Colonel Second Cavalry, President of Board.

The ASSISTANT ADJUTANT-GENERAL,
Department of the Platte.

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., May 27, 1875.

Respectfully forwarded to headquarters Military Division of the Missouri, approved.

GEORGE CROOK,
Brigadier-General Commanding.

[2d indorsement.]

HEADQUARTERS MILITARY DIVISION MISSOURI,
Chicago, June 4, 1875.

Respectfully forwarded to the Adjutant-General through headquarters of the Army.

P. H. SHERIDAN,
Lieutenant-General Commanding.

[3d indorsement.]

HEADQUARTERS OF THE ARMY,
Saint Louis, June 7, 1875.

Respectfully forwarded by command of General Sherman.

WM. D. WHIPPLE,
Assistant Adjutant-General.

Proceedings of a board of officers convened at Camp Douglas, Utah, by virtue of the following order, viz :

[Special Order No. 123—Extract.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., November 13, 1875.

* * * * *

2. The board of officers instituted by paragraph five, Special Order No. 55 current series, from these headquarters, and of which Col. I.

N. Palmer, Second Cavalry, Col. F. F. Flint, Fourth Infantry, and First Lieut. George O. Webster, Fourth Infantry, are members, will reconvene at Camp Douglas, at 10 o'clock a. m., on Friday, the 26th day of November, 1875, or as soon thereafter as practicable, to reconsider their proceedings, in accordance with instructions of the honorable Secretary of War, dated June 19, 1875, as indorsed on the papers in the case, to wit:

The Secretary of War approves of the recommendations of general orders. These were as follows: * * * "I therefore disapprove of any permission to purchase land being given this man, because of various privileges and favors granted him of occupying, gratis, a valuable and choice location, well supplied with a never-failing spring. * * * I recommend that a board of officers, not stationed at Camp Douglas, be ordered to examine into the merits of any claim of Mr. Popper to further compensation for improvements, and after assessing the rent which the land could have brought the United States, or Mr. Popper, at current rates, the difference, if any, between the original improvements, not the farm or appurtenances thereto, and what Mr. Popper would have to pay as rent to private parties, be allowed him. * * * Let the papers be returned to the general commanding the Department of the Platte, with directions to reconvene the board of officers for the purpose of carrying out the foregoing recommendation of General Ord."

By command of Brigadier-General Crook:

GEO. D. RUGGLES,
Assistant Adjutant-General.

CAMP DOUGLAS, UTAH,
November 27, 1875.

The board reconvened pursuant to the foregoing order.

Present: Colonel I. N. Palmer, Second Cavalry; Colonel F. F. Flint, Fourth Infantry.

Absent: First Lieutenant Geo. O. Webster, Fourth Infantry, from whom the certificate, hereto appended and marked "A," was received.

The board then requested Mr. Charles Popper to present any claims he might have for "further compensation" for improvements on the land occupied by him near Camp Douglas, Utah.

The board then adjourned to meet again on Monday, November 29, 1875.

CAMP DOUGLAS, UTAH,
November 29, 1875.

The board met pursuant to adjournment.

Present: Col. I. N. Palmer, Second Cavalry; Col. F. F. Flint, Fourth Infantry.

Absent: First Lieut. Geo. O. Webster, Fourth Infantry, on surgeon's certificate of disability.

Mr. Charles Popper, being present, stated that he had made no claim for improvements, but that for many years he had been in peaceful possession of the land, which was, in 1867, declared to be a part of the military reservation of Camp Douglas, Utah, that he had never received any compensation of any kind for his improvements, and that his only desire was to secure a title to his (10) ten acres of land.

Abundant proof was submitted to the board, as stated in their proceedings heretofore forwarded, that Mr. Popper was in peaceful posses-

sion of this land in question long before it was thought of as a part of the military reservation, and that he had regularly paid his taxes upon it, and that he had taken all the necessary steps to secure his title to the land when he first occupied it.

Mr. Popper also stated, and he furnished proof of the fact, that instead of ever receiving any compensation or favor from the Government for which he has been the beef-contractor for many years, he has never even received the transportation from the slaughter-house to the post of Camp Douglas, for the beef furnished by him for issue to the troops; that he has furnished such transportation invariably from his own private stock, although it has been clearly stipulated in his contracts that the Government should furnish such transportation.

As for the matter of "assessing the rent which the land could have brought the United States or Mr. Popper at current rates," the board would respectfully give it, as its opinion, that the land in question, were it not for the improvements made upon it by Mr. Popper, would be of no value to the United States, or to any private party as a place to rent. The ground is in a hollow, concealed from the surrounding country, and has been made a suitable place for a slaughter-house and soap-factory by Mr. Popper, who brought water in pipes or troughs to the place from a spring in an adjacent canon, which was not included in the military reservation until some years after Mr. Popper first gained possession of the land, and no water would have ever flowed through the land in question had not Mr. Popper opened the way for it, as here stated.

The board find, upon inquiry, that land much nearer the city, and with advantages for water, &c., can be had at (\$5) five dollars per acre per annum; and it is believed that any quantity of land in the vicinity of Camp Douglas can be rented for even (\$1) one dollar per acre per annum; in fact, the board is informed that in the immediate vicinity of Camp Douglas there is an abundance of public land that is not taken up, and which any one could settle on and take at Government rates.

In view of these facts, it would be impossible for the board to ascertain "the difference, if any, between the original improvements, not the farm and appurtenances thereto, and what Mr. Popper would have to pay as rent to private parties."

Referring to the remarks made in this case by General Ord; the board thinks it not improper to call attention to its first report, and to the fact that there is no *farm* on the ground in question. No trees or shrubbery have ever been planted there, neither has any attempt of fencing ever been made there.

And the board respectfully state that it sees no way in which Mr. Popper can get the relief he desires, except by an act of Congress, which would either direct a redrawing of the lines of the Camp Douglas reservation, so as to exclude the land in question, or appropriate money to pay a just and reasonable price for the improvements which were on the land in question at the time it was enveloped in the military reservation as re-established in 1867.

The board then adjourned until Tuesday, November 30, 1875.

CAMP DOUGLAS, UTAH,
November 30, 1875.

The board met pursuant to adjournment.

Present: Col. I. N. Palmer, Second Cavalry; Col. F. F. Flint, Fourth Infantry.

Absent: First Lieut. George L. Webster, Fourth Infantry, on surgeon's certificate of disability.

The board having received the communication from Mr. Popper appended hereto, and marked "B," and there being no further business before it, adjourned *sine die*.

I. N. PALMER,
Colonel Second Cavalry, President.
F. F. FLINT,
Colonel Fourth Infantry.

FORT SANDERS, WYO., *December 11, 1875.*

SIR: I have the honor herewith to inclose proceedings of a board of officers reconvened by Special Orders No. 123, of November 13, ultimo.

I am, sir, very respectfully, your obedient servant,

I. N. PALMER,
Colonel Second Cavalry, President of Board.
ASSISTANT ADJUTANT-GENERAL,
Department of the Platte, Omaha.

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., December 16, 1875.

Respectfully returned to Col. I. N. Palmer, Second Cavalry, president of the board, in order that the date of meeting may be filled in on the third page of new proceedings.

By command of Brigadier-General Crook:

GEO. D. RUGGLES,
Assistant Adjutant-General.

[1st indorsement.]

FORT SANDERS, WYO., *December 21, 1875.*

Respectfully returned with correction made.

I. N. PALMER,
Colonel Second Cavalry, President of Board.

A.

CAMP BROWN, WYO., *November 22, 1875.*

SIR: I have the honor to say that Lieut. G. O. Webster, Fourth Infantry, U. S. A., a member of said board, cannot be present on account of a sprain of right ankle, so serious as to render it impossible for him to proceed by any available transportation to Salt Lake City until after the date named. To the above statement I hereby certify.

Very respectfully, your most obedient servant,

THOS. G. MAGHER,
Acting Assistant Surgeon, U. S. A.
Colonel I. T. Palmer, Second Cavalry, President of a Board to meet in Salt Lake City, Utah, November 26, 1875.

CAMP BROWN, W. T., *November 22, 1875.*

Respectfully forwarded to Col. I. N. Palmer, Second Cavalry, president of the board of survey convened at Salt Lake City, Utah.

GEO. O. WEBSTER,
First Lieut. Fourth Infantry, Recorder.

B.

SALT LAKE CITY, UTAH, November 27, 1875.

To Col. I. N. Palmer, Col. F. F. Flint, and Lieut. Geo. O. Webster, U. S. A., comprising a board of officers for the examination of the claim of Chas. Popper, a resident upon the United States military reservation at Camp Douglas, Utah :

GENTLEMEN: You having kindly informed me that your board had, pursuant to an order from the War Department, reconvened, and that you were required to revise your action heretofore, and report to the Department an estimate of the rent which, at current rates, the land in question would have brought to the United States, and the difference, if any, between the actual value of my original improvements and the amount of such estimated rent, with a view to determining whether or not I am entitled to any compensation for the property in question, and having invited me to present you with any such proofs bearing on those questions as I might desire to have considered, I avail myself of your invitation to submit the following facts and conclusions.

The testimony already taken before your board, and your personal inspection of the premises, must have convinced the board that, independent of my improvements, the land would have remained as totally useless to the Government and as unavailable to it as if it had been an island in Great Salt Lake.

Your own examination, and the statements of reliable citizens already made, show that the property in question is only, as I have already stated, of value on account of the improvements I have made.

The spring of water was simply a little bog-hole in the ravine, which yielded no running water or stream, until by the expenditure of a considerable sum of money I had freed it from the slum and filth, walled in the stream, so as to protect it from absorption by its surroundings, constructed pipes, so as to save it from evaporation, and conducted it, at a distance of a quarter of a mile, to the place where my house is located, and thus made it of value. It was, prior to my improvements, utterly valueless for any purpose.

The spring upon which stress is laid, as one of such great value, is, I consider, simply a work of my own creation, and the result of my labor and expenditure. It is as much a part of my improvements as the house I erected, or a well would have been, had I constructed it.

Again, as to whether I should be held to pay rent for the use of this land, I further submit: That the location was made by myself, before the extension of the military reservation was made, on account of its isolation and the fact that it then was adapted to my special business. It was unavailable for any agricultural or town-site purpose; was too much broken by ravines and abrupt-made surface to attract the attention of the general settler, and yet was peculiarly adapted to my use.

You could not be otherwise than satisfied that for the general public it was of no value, and that my appropriation could neither withdraw from the public nor the Government anything that could by possibility be of value.

To require me to account for rent to the Government for its use, when, aside from my improvements and the value which my labor gave it, it must be held to be worthless, would be to require me to give it a value and thus pay a rent upon that which I had enacted.

Further, the proofs already submitted show that I have been the contractor, and have regularly as such supplied the military post of Camp

Douglas with its fresh meats. As such contractor and as part of such contracts, instructed specially, it is made the duty of the commandant to furnish a site to slaughter upon *within* the reservation.

If by these contracts I was during all this time entitled to have a site for a slaughter-house, the precise purpose for which their land was exclusively used, then the proposition for me to pay rent is in direct violation of the contracts referred to.

I cannot conceive, after a knowledge of these facts shall have come to your board, or the Department, that the proposition to assess me for rent can for a moment be entertained.

I will further state that by the terms of my contracts with the Government, above referred to, I was not only entitled to demand a site upon the reservation for slaughtering purposes, but it was likewise specially provided that I should have *transportation* from the slaughter-house to the post from the Government.

Notwithstanding this provision it was never done, and I furnished my own transportation during the whole time for ten years, with at least from \$1.50 to \$2 per day. With what justice the Government can now call upon me to pay rent for a piece of ground it was itself bound by contract to furnish, and after failing to furnish me this transportation, which itself more than doubles any rent which could be demanded, I leave the sense of justice of the board to determine.

It is objected that my original purchase of this property in 1864 was only of the improvements, and did not include the land. This is only true in a sense, not literally or practically true.

Let it be understood that at the time there was *no title* to any land in the Territory; that everything was held mainly by possession, and sales were often and indeed generally made by abandonment on the side of the vendor, and entry on behalf of the vendee—no written deed, or even bill of sale, being requisite. Yet the land was in such cases after the sale, consideration, and the improvements were only of nominal value, but owing to the fact that the settler had a title to the improvements, and only a right of possession in the land, the latter was frequently not mentioned. This was the error in my purchase. I only desired to buy the site, the improvements I considered of no importance; and this is evidenced by the fact that, so soon as I went into possession, I commenced making improvements and completely renovated the old ones.

My good faith in making the purchase is shown by the style of my improvement; within one year I had expended some \$14,000 in a permanent stone building, which no one would do who did not intend to occupy and appropriate the land itself.

If I had not understood and considered that I was the owner of the land, I should have erected temporary structures, simply to accommodate my business for the time being, and not have expended such an enormous amount of my means as the proof shows I did.

No settler on the public lands ever acted with more good faith in the appropriation of his pre-emption than I did.

It was without the lines of the reservation, and was not included within their lines until 1867, more than two years after I had expended \$20,000 or upwards, in permanent and necessary improvements, to make the property available for my business.

I concede the power of the Government to take this land from me, and if it be held necessary for military purposes, then I shall yield; but I deny that my compensation, under the circumstances, ought to be limited to anything less than the value of the improvements when it

was so taken in 1867. And if, as I believe has been shown to the satisfaction of your board, this spot of land, as designated on the map hereunto annexed, is not a necessary part of the reservation, I much prefer to be permitted to purchase it, as I have already requested. I made this place my place of business. I resided upon it with my family, for years. I have paid the taxes upon it to the local authorities regularly, and in good faith. I have lost all opportunity to take up other equally available sites for my business, which I could have done, had I not relied upon my right to this, and to now dispossess me of it, even with full compensation for my improvements, would operate so unjustly, it seems to me, as to amount to a fraud.

It is objected to my claim for compensation, that much of the improvements have been made since 1867. This is founded in error.

I have kept the place in repair, *no more*. I asked the liberty of the commandant some two or three years ago, to plant some trees for shade, about the premises, and fearing, perhaps, that I might make the act a ground of claim for compensation, as I suppose, even that privilege was denied me, and the luxury of a shade cannot be found on the entire premises.

I have no "farm," nor any attempt at one, and any suggestions that I have been seeking compensation for farming improvements, are found upon a mistake of fact.

In conclusion I deny that I ought to be assessed for rent:

1. Because the land is rightfully and justly mine.
2. Because, if it be not mine, the Government, by its contracts with me, were bound to furnish a site for slaughtering-purposes on the reservation.
3. Because, the Government, owes me on my contract with it for beef supply to this post, a larger amount for transportation than the rent of this land could bring for the next generation, (although it is not my intention to make any claim for said transportation.)

Lastly. If the facts found by you should justify the recommendation, I respectfully request that you may indorse my petition to be permitted, by an act of Congress, to purchase this land, as I in good faith attempted to do, and if this cannot be done, that I shall be fairly and equitably compensated for the value of my improvements at the date they were included within the limits of the reservation.

For your kindness in giving me an opportunity to be present at your investigation, and of being heard, I am under great obligations, and with confidence that justice will be recommended to me by your board, I beg to remain, your obedient servant,

CHARLES POPPER.

Articles of agreement, entered into this twenty-first day of June, eighteen hundred and seventy, between Bvt. Brig. Gen. J. W. Barriger, captain and commissary of subsistence, an officer in the service of the United States of America, of the one part, and Charles Popper, of Salt Lake City, in the Territory of Utah, of the other part. This agreement witnesseth: That the said Barriger, for and on behalf of the United States of America, and the said Popper for himself, his heirs, executors, and administrators, have mutually agreed, and by these presents do mutually covenant and agree, to and with each other, as follows:

First. That the said Popper shall furnish, weigh, and issue from the block, at Camp Douglas, in the Territory of Utah, fresh beef of a good,

wholesome, and marketable quality, in equal proportion of fore and hind quarter meat, (necks, shank, and kidney-tallow to be excluded,) in such quantities as may be from time to time required, and on such days as shall be designated by the commanding officer of each of the posts, respectively; also, that the said Popper shall deliver for expeditionary purposes, at each of the posts aforesaid, beef-cattle, on the hoof, (all to be steers in good condition for beef, from four to six years old, to average one thousand pounds, and no steer to be accepted of less than eight hundred pounds, gross weight,) in such numbers and at such times as may be required by the commanding officer of each of the posts, respectively. The weight of cattle received under this contract shall be ascertained, when practicable, by weighing on the scales. When it is impracticable to weigh on the scales, the purchase weight shall be determined by applying the principles laid down in paragraph 1220, Revised U. S. Army Regulations, 1863.

This contract to be in force for twelve months, or such less time as the Commissary-General of Subsistence may direct, commencing on the first day of September, eighteen hundred and seventy.

Second. That the fresh beef required for each post shall be slaughtered thereat, and at such place on the military reservation as may be designated by the commanding officer. Also, that, at each of the aforesaid posts, the said Popper shall be provided with a place in which to fit up an issuing-stall and with transportation for the fresh beef from the place of slaughter to the place of issue, free of cost.

Third. The necks of the cattle slaughtered for beef to be delivered under this agreement shall be cut off at the fourth vertebral joint, and the breast trimmed down. The shanks of fore quarters shall be cut off from three to four inches above the knee joint, and of hind quarters from six to eight inches above the gambrel or hock joint. Each beef, when dressed and trimmed as above specified, shall weigh at least four hundred pounds.

Fourth. The said Popper shall receive nine and one-half cents per pound for the fresh beef, and four and three-fourths cents per pound gross weight for the beef-cattle accepted under this contract.

Fifth. Payments shall be made monthly for the quantities of fresh beef and beef-cattle accepted and in the funds furnished by the United States for public disbursement; but in the event the commissary who receives the beef or beef-cattle being without funds to pay therefor, then payment to be made as soon after as funds may be received for the purpose.

Sixth. Whenever the fresh beef or beef-cattle presented for acceptance under this contract shall, in the opinion of the commanding officer, be unfit for issue, or of a quality inferior to that required by the contract, a survey shall be held thereon by two officers, to be designated by the commanding officer; and in case of disagreement a third person shall be chosen by these two officers; the three thus appointed and chosen shall have power to reject such parts (or the whole) of the fresh beef, or such number (or all) of the beef-cattle, as to them appear unfit for issue or of a quality inferior to that contracted for.

Seventh. In case of failure or deficiency in the quality or quantity of the fresh beef or beef cattle stipulated to be delivered, then the commissary of the post where the deficiency occurs shall have power to supply the deficiency by purchase, and the said Popper shall be charged with the difference of cost.

Eighth. That no member of Congress, officer, or agent of the Govern-

ment, or any person employed in the public service, shall be admitted to any share herein, or to any benefit which may arise herefrom.

Ninth. That this contract shall be subject to the approval of the commanding general of the Department of the Platte and the commanding general of the Military Division of the Missouri.

In witness whereof the undersigned have hereunto placed their hands and seals the date first above written.

J. W. BARRIGER, [SEAL.]
Capt. and Com. of Subsistence, Bvt. Brig. Gen.
 CHARLES POPPER.

Witnesses:

GEO. R. RUSH.
 WILLIAM F. HEINS.
 JNO. M. SWARTZ.
 SAMUEL UNSWORTH.

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., July 9, 1870.

Approved.

C. C. AUGUR,
Brevet Major-General, Commanding.

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, Ill., July 15, 1870.

Approved.

P. H. SHERIDAN,
Lieutenant-General, Commanding.

Proceedings of a board of officers convened at Camp Douglas, U. T., by virtue of the following special order:

[Special Orders No. 69.]

HEADQUARTERS CAMP DOUGLAS, U. T.,
June 2, 1875.

In obedience to instructions dated Headquarters Department of the Platte, Omaha, Neb., May 27, 1875, a board of officers, to consist of Capt. A. H. Bainbridge, First Lieut. R. P. Warren, Second Lieut. C. F. Lloyd, Fourteenth Infantry, will assemble at this post on the 3d inst., or as soon thereafter as practicable, to investigate and report upon the claims of Stephen Pope, citizen, to certain property located within the reservation of Camp Douglas, U. T.

By order of Col. Smith:

W. M. McCAMMON,
1st. Lt. & Adj. 14th Infantry & Post.

CAMP DOUGLAS, U. T.,
June 4, 1875.

The board met pursuant to the above order; present, all the members.

The board examined the papers pertaining to the property in question, after which they went to the premises to obtain such other information as the present occupant might be able to give; and from his statement find that he purchased the land and house previous to the extension of the reservation, but with the knowledge that surveys had been made, and that the reservation would be extended so as to em-

brace the larger portion of the land, including, also, that portion of the land upon which his house stood. In buying the land, however, he was informed by the then owner that the commanding officer at Camp Douglas at that time had told him that he would be indemnified for any loss he might sustain by removal from the reservation, and with this understanding he purchased it.

The house cannot be moved, and during the period of his occupation of the premises he has made some improvements, having cultivated and improved most of, if not all of, the land, and the board do, therefore, recommend that he be re-imbursed to the amount of one hundred and fifty (150) dollars in full of any losses he may sustain by removal.

There being no further business, the board adjourned *sine die*.

AUGUSTUS H. BAINBRIDGE,

Captain 14th Infantry, President.

R. P. WARREN,

First Lieutenant 14th Infantry.

C. F. LLOYD,

Second Lieutenant 14th Infantry, Recorder.

Approved.

JNO. E. SMITH,

Colonel 14th Infantry, Commanding Post.

[1st indorsement.]

HEADQUARTERS CAMP DOUGLAS,

June 6, 1875.

Respectfully forwarded to the assistant adjutant-general United States Army, headquarters Department of the Platte.

JNO. E. SMITH,

Colonel 14th Infantry, Commanding Post.

[2d indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,

Omaha, Neb., June 15, 1875.

Respectfully referred to the chief quartermaster of the Department for remark.

GEO. D. RUGGLES,

Assistant Adjutant-General.

[3d indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,

CHIEF QUARTERMASTER'S OFFICE,

Omaha, June 19, 1875.

Respectfully returned to the adjutant-general, Department of the Platte. The remuneration seems sufficiently small.

ALEX. J. PERRY,

Deputy Quartermaster-General.

[4th indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,

Omaha, Neb., June 30, 1875.

Respectfully forwarded, through headquarters Military Division of the Missouri, to the Adjutant-General United States Army, approved.

GEORGE CROOK,

Brigadier-General, Commanding.

[5th indorsement.]

HEADQUARTERS MILITARY
DIVISION OF THE MISSOURI,
Chicago, July 5, 1875.

Respectfully forwarded to the Adjutant-General of the Army, approved.

P. H. SHERIDAN,
Lieutenant-General, Commanding.

[6th indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, July 10, 1875.

Respectfully referred for remark to the Quartermaster-General.

THOMAS M. VINCENT,
Assistant Adjutant-General.

[7th indorsement.]

Respectfully returned to the Adjutant-General of the Army.

I am of opinion that the payment of the \$150, as recommended by the board and approved by Department and Division commanders, for the property, cannot be made without the sanction of Congress.

The case appears to be similar to that of Matthew Palen & others for property taken by the Government in the extension of the Camp Mohave reservation, favorably settled by act approved February 19, 1873.

RUFUS INGALLS,
Acting Q. M. General, Bvt. Maj. Genl., U. S. A.

[8th indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, September 29, 1875.

Respectfully submitted to Secretary of War.

The papers in the case referred to in the preceding indorsement of the Quartermaster-General, to which attention is invited, are supposed to be in the Secretary's Office, (claims branch,) having been sent there July 14, 1874.

E. D. TOWNSEND,
Adjutant-General.

LAND CERTIFICATE.

Great Salt Lake City, Plat F, Great Salt Lake County, U. T.

This is to certify that Christian E. Norholm is the lawful claimant of lot 7, block 24, containing two hundred (200) rods.

JESSE W. FOX,
City Surveyor.

G. S. L. CITY, *May 24, 1867.*

Be it known by these presents :

That I, John Barwell, of Salt Lake City, in the county of Salt Lake, and Territory of Utah, the rightful claimant and owner of possession of the

following-described piece or parcel of land, to wit, known and described as lot seven (7,) in block twenty-four (24,) being in the Tenth Bishop's Ward of Salt Lake City, in the county of Salt Lake, and Territory of Utah, containing one and a quarter ($1\frac{1}{4}$) acres, as plotted in the plot F, of Salt Lake City survey, do, for and in consideration of the sum of one hundred (\$100) dollars, paid by Stephen Pope, of the city, county, and Territory aforesaid, the receipt whereof is hereby acknowledged, sell, release, remise, quit claim, and transfer all my right of claim, interest, and possession of and to the aforesaid premises, together with all and singular, the tenements, hereditaments, rights, privileges, and appurtenances thereunto belonging, with all the estate, right, title, interest, and possession thereof, or in any wise appertaining or belonging thereto, to the said Stephen Pope, his heirs or assigns forever.

In witness whereof I have hereunto set my hand and seal, this twenty-fourth day of March, A. D. one thousand eight hundred and sixty-nine (1869.)

JOHN BARWELL. [SEAL.]

EDWIN D. WOOLLEY,
AMELIA WOOLLEY,
Witnesses.

TERRITORY OF UTAH, *County of Salt Lake, ss:*

I, Edwin D. Woolley, recorder in and for said county, certify that the signer of the above transfer and quit-claim deed, personally known to me, appeared this twenty-fourth day of March, A. D. 1869, and acknowledged that he, of his own free will and choice, executed the foregoing deed of conveyance for the consideration therein set forth.

As witness my official signature and seal at my office in Salt Lake City this 24th day of March, A. D. 1869.

[SEAL.]

EDWIN D. WOOLLEY,
County Recorder.

GENERAL ORDERS }
No. 45. }

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, March 22, 1873.

The following acts of Congress are published for the information and government of all concerned:

I..AN ACT to provide for the payment for certain property taken by the Government for the extension of the military reservation at Camp Mohave, in the Territory of Arizona.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the sum of fourteen thousand two hundred and nineteen dollars is hereby appropriated, out of any money in the Treasury not otherwise appropriated, to be paid, under the direction of the Secretary of War, to the claimants for private property taken by the Government in the extension of the military reservation at Camp Mohave, in the Territory of Arizona, under General Orders number seventy-four, Adjutant-General's Office, November second, eighteen hundred and sixty-nine, said sum being the total amount awarded by a board of military officers convened by proper authority at said camp in September, eighteen hundred and seventy, as per their report, duly approved by the War Department.

Approved February 19, 1873.

FORT SANDERS, W. T.,
May 20, 1875.

SIR: The inclosed papers were presented to the board of officers which recently assembled at Camp Douglas to investigate the claim of Mr. Chas. Popper. They were presented by Col. Jno. E. Smith, commanding officer at Camp Douglas, who stated that an old man by the name of Pope had settled on a small piece of land near Camp Douglas some time previous to the extension of the reservation in 1867, and that it would appear to be a case of great hardship to order the old man away. The board did not consider it proper to investigate anything connected with this matter, as there was nothing in the order convening it to justify such action.

The matter is respectfully referred to the commanding general of the department, with the request that the papers be returned to Col. Jno. E. Smith at Camp Douglas.

I am, sir, very truly, your obedient servant,

J. W. PALMER,
Colonel Second Cavalry.

ASSISTANT ADJUTANT-GENERAL,
Headquarters of the Platte, Omaha.

[First indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., May 27, 1875.

Respectfully referred to the commanding officer, Camp Douglas, who will convene a board of officers to investigate and report, giving them all proper latitude, so that report may be as complete as possible.

By command of Brigadier-General Crook.

A. H. NICKERSON,
Captain Twenty-Third Infantry, A. D. C., A. A. A. G.

SALT LAKE CITY, April 19, 1875.

DEAR SIR: I have been advised to write you in relation to a piece of land I am living on, and which is now included in the Government military reservation, Camp Douglas, Utah. The said piece of land is an acre and a quarter. Two hundred square rods was purchased and improved as a lot in Salt Lake City survey, in the month of May, 1867, prior to the survey and setting apart of the tract of land known as Camp Douglas as a military reservation in 1868. I have been cautioned by the commanding officer at Camp Douglas to make no more improvements, and wish to know if I cannot be paid for my improvements, if I have to abandon it, as it was so advertised in the public papers here at the time of the setting apart of the land for a military reservation, or else permitted to go on with my improvements and still continue to own and hold the land. I am a naturalized citizen of the United States, and purchased and improved the above piece of land in good faith, believing I could continue to own the same, and your decision in the matter is a serious affair to me, having put all my means in improving the above

property. Trusting you will favor me with a reply at your earliest opportunity,

I remain, yours, sincerely and respectfully,

STEPHEN POPE.

E. D. TOWNSEND, *Adjutant-General.*

The piece of land is situated on the west side of the military reservation.

HEADQUARTERS, CAMP DOUGLAS,
May 15, 1875.

Respectfully referred to the board of officers convened to consider the claims of Charles Popper to the occupancy of a portion of the military reservation of this post.

JOHN E. SMITH,
Colonel 14th Infantry.

RETIRED OFFICERS OF THE ARMY.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Draught of joint resolution by Lieut. Col. John Pulford, (retired,) relative to rank and pay of retired officers of the Army.

JANUARY 25, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 21, 1876.

The Secretary of War has the honor to transmit to the House of Representatives a draught of a joint resolution sent to this Department by Lieut. Col. John Pulford, United States Army, (retired,) together with a copy of that officer's letter of transmittal.

WM. W. BELKNAP,
Secretary of War.

DETROIT, MICH., *November 22, 1875.*

SIR: I have the honor to acknowledge the receipt of your letter of July 21, 1875; and in order to keep within the purview of General Order, No. 32, dated War Department, Adjutant-General's Office, Washington, March 15, 1873, I would respectfully ask permission to solicit the passage of the inclosed joint resolution, with such alterations and amendments as you may dictate.

Very respectfully, your obedient servant,

JOHN PULFORD,
Lieutenant-Colonel, United States Army.

ADJUTANT-GENERAL

United States Army, Washington, D. C.

True copy :

THOMAS M. VINCENT,
Assistant Adjutant-General.

JOINT RESOLUTION explanatory of an act entitled "An act for the relief of General Samuel W Crawford, and to fix the rank and pay of retired officers of the Army," approved March three, eighteen hundred and seventy-five.

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the intent and meaning of section two of an act entitled "An act for the relief of General Samuel W. Crawford, and to fix the rank and pay of retired officers of the Army," approved March three, eighteen hundred and seventy-five, was to include in the exception from its operation all retired officers of the Army whose names were borne on the retired-list on account of disability arising from wounds received in battle while holding the command of the rank on which they had been retired: *Provided*, Said disability is equal or greater than either the loss of an arm or leg, or an arm or leg permanently disabled by reason of resection on account of wounds, or both eyes by reason of wounds received in battle.

THE SECRETARY OF WAR,

Washington City, January 21, 1876.

The Secretary of War has the honor to transmit to the House of Representatives a draft of a joint resolution sent to this Department by Lieut. Col. John P. Felt, (retired), together with a copy of that officer's letter of transmittal.

WM. W. BELKNAP,
Secretary of War.

DETROIT, Mich., November 22, 1875.
Sir: I have the honor to acknowledge the receipt of your letter of the 21st inst., and in order to keep within the purview of General Order No. 32, dated War Department, Adjutant-General's Office, Washington, March 15, 1873, I would respectfully ask permission to submit the passage of the enclosed joint resolution, with such alterations and amendments as you may desire.

Very respectfully, your obedient servant,
JOHN P. FELT,
Lieutenant Colonel, United States Army.

ATTY-GEN. GENERAL,
United States Army, Washington, D. C.

THOMAS M. TUCKER,
Adjutant-General.

UNITED STATES ARSENAL GROUNDS NEAR BENICIA, CAL.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

The report of the Chief of Ordnance on Senate bill No. 153, to grant the right of way for railroad purposes through the arsenal grounds near Benicia, Cal.

JANUARY 25, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

The Secretary of War has the honor to transmit to the House of Representatives, for the information of the Committee on Military Affairs, in response to letter from said committee of the 17th instant, requesting the information, copy of report from the Chief of Ordnance, dated the 13th instant, on Senate bill 153, "to grant the right of way for railroad purposes through the United States arsenal grounds near Benicia, Cal."

The recommendations therein contained are alike applicable to House bill 616, "granting to the California Central Narrow-Gauge Railroad Company certain rights upon the lands of the United States at Benicia, Cal."

WM. W. BELKNAP,
Secretary of War.

[First indorsement.]

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, January 13, 1876.

Respectfully returned to the Secretary of War with the following report: An application for a grant of a right of way through the Benicia arsenal grounds was made to the Department in November, 1872, by the California Central Narrow-Gauge Railroad Company, upon which the commanding officer of that arsenal reported as follows: "During the dry season, from June to October, the grass is like tinder, and the locomotives, by the projected route, will pass within seven hundred feet of magazine No. 1. Therefore, if the petition is granted, the consent to it should be given with stipulations which would make it imperative for

the railroad company to adopt all the precautions to guard against firing the grass that the commanding officer may deem necessary."

These views were concurred in by the Chief of Ordnance; but it was suggested that congressional legislation was necessary, and the railroad company was so informed by the Secretary of War.

During the session of Congress succeeding a bill, which, however, did not become a law, was introduced into the House of Representatives granting the right of way desired, which, upon reference to this Office, was returned to the Secretary of War with report that: "* * * This Bureau knows of no objection to the location of the road as contemplated in the tracing above alluded to, provided all necessary precautions against accidents, &c., as suggested by Major McAllister, are taken by the company, and that the location and construction of the road, the width of the right of way, and the regulations for the operations of the road within the military reserve shall all be under stipulations to be approved by the Secretary of War."

The present bill is similar in effect to the one above referred to, but is more comprehensive in its provisions and proposes to grant a right of way to any duly-incorporated railroad company for the purpose of constructing railroads. The same recommendations as quoted above are applicable in the present case, and to secure the rights of the United States in the matter, it is respectfully suggested that the bill be amended by inserting after the word "lands," in ninth line, the following: "And the manner of constructing, and the regulations for operating the railroad, so as to prevent all danger to public property." If so amended, there is no objection on the part of this Bureau to its becoming a law.

S. V. BENÉT,

Brigadier-General, Chief of Ordnance.

CORRESPONDENCE WITH EUROPEAN GOVERNMENTS IN
REGARD TO CUBA.

M E S S A G E

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Report of the Secretary of State, in reply to the House resolution of the 22d instant.

JANUARY 25, 1876.—Referred to the Committee on Foreign Affairs and ordered to be printed.

To the House of Representatives :

In answer to the resolution of the House of Representatives of the 22d of January instant, I herewith transmit a report from the Secretary of State.

U. S. GRANT.

WASHINGTON, *January 25, 1876.*

DEPARTMENT OF STATE,
Washington, January 25, 1876.

The Secretary of State, to whom was referred the resolution of the House of Representatives of the 22d instant—

That the President be requested, if not incompatible with the public interests, to communicate to the House of Representatives any correspondence which may have occurred during the past year between the Government of the United States and any European governments, besides Spain, in regard to the island of Cuba”—

has the honor to report that no correspondence has taken place during the past year with any European government, other than Spain, in regard to the island of Cuba.

Instruction No. 266, dated November 5th last, addressed to Mr. Cushing, the minister of the United States at Madrid, and which was, upon the 21st instant, laid before the House of Representatives in answer to the resolution of that honorable body of the 17th instant, was orally communicated to several European governments by reading the same, or by a statement of the purport thereof by the representative of the United States to the minister of foreign affairs of those governments, pursuant to instructions from this Department, which instructions accompany the report heretofore made, and were in like manner communicated to the House of Representatives upon the 21st instant.

No correspondence has, however, taken place upon the subject with these governments.

Respectfully submitted.

HAMILTON FISH.

HOUSE OF REPRESENTATIVES
JANUARY 25, 1876
WASHINGTON

MEMORANDUM
TO THE PRESIDENT OF THE UNITED STATES

REPORT OF THE SECRETARY OF STATE
IN ANSWER TO A RESOLUTION OF THE HOUSE OF REPRESENTATIVES
PASSED JANUARY 14, 1876
RELATIVE TO THE CORRESPONDENCE
MAINTAINED BY THE DEPARTMENT OF STATE
WITH THE GOVERNMENT OF CUBA

E. A. ORANT

WASHINGTON, January 25, 1876

DEPARTMENT OF STATE
WASHINGTON, January 25, 1876

The Secretary of State, to whom was referred the resolution of the House of Representatives of the 23d instant—

That the President be requested, if not incompatible with the public interest, to communicate to the House of Representatives any correspondence which may have occurred during the past year between the Government of the United States and any European Government, besides Spain, in regard to the island of Cuba—

has the honor to report that no correspondence has taken place during the past year with any European Government, other than Spain, in regard to the island of Cuba.

Instruction No. 206, dated November 25th last, addressed to Mr. Gushing, the minister of the United States at Madrid, and which was upon the 21st instant, laid before the House of Representatives in answer to the resolution of that honorable body of the 17th instant, was orally communicated to several European Governments by reading the same, or by a statement of the report thereof by the representative of the United States to the minister of foreign affairs of those Governments, pursuant to instructions from this Department, which instructions accompany the report heretofore made, and were in like manner communicated to the House of Representatives upon the 21st instant.

No correspondence has, however, taken place upon the subject with these Governments.

Respectfully submitted.

HAMILTON FISH

WINNEBAGO INDIANS OF NEBRASKA.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

INVITING

The attention of Congress to a letter of the Commissioner of Indian Affairs of the 18th instant, recommending legislation for the relief of the Winnebago Indians of Nebraska.

JANUARY 25, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 20, 1876.

SIR: Referring to Department letter of 17th instant, addressed to the Speaker of the House of Representatives, in reply to a resolution of January 6, 1876, calling for information in relation to the disposition of annuities, &c., of certain Pottawatomie and Winnebago bands of Indians, under the provisions and requirements of the Indian appropriation act of June 25, 1864, I now have the honor to invite the attention of Congress to the inclosed copy of a communication, dated the 18th instant, from the Commissioner of Indian Affairs, upon the subject of the insufficiency of the present annuity fund of the Winnebagoes of Nebraska, consequent upon the enforcement of the law above noted, and submitting a draught for a joint resolution granting relief in the premises.

Agreeably to the request of the Commissioner, the matter is respectfully presented to Congress for the early and favorable consideration of that body.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The SPEAKER,
House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 18, 1876.

SIR: Referring to Office report of the 14th instant, relative to certain Winnebago Indians in the State of Wisconsin, wherein it is stated that the proportion belonging to said Indians of the tribal annuities for the present fiscal year will be retained in the Treasury, under the provisions of the act of June 25, 1864, subject to the action of Congress, I have the

honor to state that although strictly in accordance with law, the retention of said funds will seriously embarrass the interests of the Winnebagoes in Nebraska.

The appropriation under treaty stipulations with the Winnebagoes, for the present fiscal year, amounts to \$47,931.84. Of this sum \$30,859.01 has been disbursed in the payment to the Nebraska Winnebagoes of money annuities, purchase of annuity goods, supplies, and the necessary expenses of the agency, leaving a balance on hand, at this date, of \$17,072.83.

The amount to which the Wisconsin Winnebagoes are entitled of the above appropriation is \$16,173.69, which, deducted from the amount on hand, leaves \$899.14 applicable for the use of the Indians in Nebraska during the balance of the current fiscal year. This sum is entirely inadequate for the necessary expenses of the agency for the present and the next quarter. Besides the necessary agency employes whose salaries are paid from the Winnebago funds, purchases of subsistence supplies, agricultural implements, and probably stock, are requisite.

The Winnebagoes in Nebraska are largely engaged in agricultural operations; have three day-schools in operation, and are becoming each year more and more self-sustaining.

In view of these facts I am of the opinion that it would be positively detrimental to the interest, not only of the Indians, but of the Government, to withhold from them all funds which it was intended should be used for their support during the balance of the current fiscal year.

I therefore respectfully submit whether it would not be for the best interests of the Indians and of the Government to ask of Congress the necessary legislation to authorize the Department to use for the benefit of the Nebraska Winnebagoes the amount set apart for the Wisconsin Winnebagoes from the tribal funds for the current fiscal year, (and which could not be used for their benefit without further legislation,) thereby relieving the urgent necessities of the former Indians, and enabling them to continue their advance toward civilization, without injury to the interests of the latter.

I beg that this matter, so important to the Nebraska Winnebagoes, whose first halting steps toward civilization have at last been taken, and upon whom this unexpected withdrawal of appropriations, under a hitherto neglected provision of law, will fall with depressing and discouraging weight, may receive the very early and favorable consideration of the Department and of Congress; and, to that end, I transmit, herewith, a draught of a joint resolution, with request that it be forwarded to Congress at an early day.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

JOINT RESOLUTION authorizing the Secretary of the Interior to use certain funds for the benefit of the Winnebago Indians in Nebraska.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior is hereby authorized to expend for the benefit of the Winnebago Indians in Nebraska the proportion of the tribal annuities due to and set apart for the Winnebago Indians in Wisconsin, under the act of June 25, 1864, of the appropriations for said tribe for the fiscal year 1876, the same amounting to sixteen thousand one hundred and seventy-three dollars and sixty-nine cents.

TONKAWA INDIANS AT FORT GRIFFIN, TEXAS.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In response to House resolution of the 20th instant, a brief and copies of papers touching the number and condition of the Tonkawa Indians at Fort Griffin, Tex.

FEBRUARY 1, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

WAR DEPARTMENT, *January 31, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives brief and copies of papers containing the information called for by House resolution of the 20th instant, "touching the number and condition of the Tonkawa Indians at Fort Griffin, Tex., and what provision has been made for their care and protection."

WM. W. BELKNAP,
Secretary of War.

Brief of papers relating to the issue of rations to, and condition of, the Tonkawa and Lipan Indians at Fort Griffin, Tex.

In February, 1872, Col. W. H. Wood, Eleventh Infantry, commanding Fort Griffin, Tex., reported that there were then living at that post, within half a mile of the flag-staff, 126 Tonkawa Indians—all that were left of that once powerful tribe; that of these, 24 were employed as scouts, the remainder being principally old men, women, and children; that the scouts received the Army ration and the remainder full rations of meat and flour and half rations of coffee, sugar, soap, and salt.

In August, 1872, in answer to an inquiry on the subject from headquarters Department of Texas, Colonel Wood reported that periodical issues of rations had been made to the Tonkawas ever since the establishment of Fort Griffin, July, 1867; that a cessation of the issues would render it impossible for the old men, women, and children, who composed the greater portion of the tribe, to live; and he therefore recommended that these Indians be excepted from the operations of General Order No. 54 of 1872, copy annexed:

[General Order No. 54.]

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, June 25, 1872.

In future no issue of rations or supplies will be made from the Army stores to Indians, except as allowed and restricted in the following paragraphs of the Revised Regulations for the Army of 1863:

"1202. When subsistence can be spared from the military supplies, the commanding officer is authorized to allow its issue, in *small quantities*, to Indians visiting military posts on the frontiers or in their respective nations. The return for this issue shall be signed by the Indian agent (when there is one present) and approved by the commanding officer of the post or station.

"1203. Regular daily or periodical issues of subsistence to Indians, or issues of subsistence in bulk to Indian agents for the use of Indians, are forbidden."

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

On receipt of Colonel Wood's reports, the department commander forwarded it to the Adjutant-General, and, pending the decision of the Secretary of War on the subject, authorized the continuance of the issue of rations to the Tonkawas. The issues appear to have been continued for some time under this authority; no record of specific orders for their discontinuance is found earlier than April 27, 1875, as hereinafter noted.

April 23, 1873, Lieut.-Col. G. P. Buell, Eleventh Infantry, then commanding Fort Griffin, recommended that each head of family of the Tonkawas be furnished with a small flock of sheep, and, in accordance with Colonel Buell's recommendation, the Interior Department authorized the expenditure of \$400 to be applied to the purchase of sheep for distribution to the Indians under his direction.

In August, 1874, the Interior Department, upon the recommendation of Lieutenant-Colonel Buell, authorized a small band of Lipans to remove from the Fort Sill reservation and unite with the Tonkawas at Fort Griffin.

In November, 1874, the Interior Department authorized the expenditure of \$500 for the purchase of cows for the Tonkawas, and the animals were purchased under the direction of the commanding officer at Fort Griffin.

General Order No. 129 of 1874 having republished General Order No. 54 of 1872, Lieutenant-Colonel Buell, in January, 1875, inquired if the order affected the issue of rations to the Tonkawas and Lipans at Fort Griffin, and about the same time ordered that such of the Indians as were not enlisted as scouts should receive the usual Indian ration until further instructions from the department commander. April 27, 1875, the department commander decided that the order applied to the Tonkawas and Lipans, and the issues to them were accordingly stopped.

In April, 1875, the Interior Department authorized the expenditure of \$375 for the purchase of cows and goats for the Tonkawas and Lipans at Fort Griffin.

May 10, 1875, Lieutenant-Colonel Davidson, then commanding Fort Griffin, reported that the Tonkawa Indians had been friendly to the whites for many years; that many of them had rendered good service as scouts, and that they had no reservation.

He recommended that they be given a reservation in the Indian Territory and placed under an agent, and that, until removed, they be fed by some department of the Government.

In June, 1875, the post-commander directed the issue to them of a *ration of fresh beef*, to prevent starvation, and this issue apparently con-

tinued until the order for it was revoked by the post-commander, September 10, 1875.

In June, 1875, the question of issue of rations to certain Indians near Cerro Gordo, Cal., and to the Seminole Negro Indians at Fort Duncan, Tex., being under consideration, and the Interior Department having reported that it had no appropriation available for purchase of rations for such Indians, the Secretary of War informed the Interior Department that the War Department had no appropriation applicable to the subsistence of Indians, except when held as prisoners of war, and that it could not therefore take the responsibility of feeding these Indians, and would not be responsible for any outbreak resulting from the failure to feed them.

[NOTE.—The Interior Department, upon a subsequent presentation of the case of the Seminole Negro Indians, has finally consented to their removal to the Indian Territory, and proposes to make application to Congress for an appropriation for that purpose.]

The decision of the War Department was construed at headquarters Department of Texas as prohibiting further issues to the Tonkawas and Lipans, and since September 10, 1875, no issue appears to have been made to them, except a box of condemned hard bread, given to them in accordance with a recommendation of the inspector.

The families of those Indians employed as scouts are, however, allowed to *buy* subsistence stores to the amount of half the pay of each man.

October 9, 1875, Lieutenant-Colonel Buell forwards copies of all papers on file at Fort Griffin, pertaining to the condition, subsistence, &c., of the Tonkawa and Lipan Indians at that post, with an earnest request that the whole subject, with a statement of their condition, be submitted to the President.

Colonel Buell states that there are now at Fort Griffin 119 Tonkawas and 26 Lipans, whose condition is so deplorable that something should be done for them, and, as a last resort, he wishes to submit their case to the President for such action as can be taken until the meeting of Congress. He refers to the correspondence between the War and Interior Departments relative to the subsistence of Indians similarly situated, in which the Secretary of War declines to feed the Indians from Army appropriations, and, while disclaiming any intention to reflect on any branch of the Government, thinks that these Indians should be cared for by some one. He points out the services they have rendered, and remarks on their friendly attitude toward the whites for years.

Colonel Buell reports that these Indians have still most of the stock purchased for them by the Interior Department, and have only occasionally butchered some when driven to it by hunger. They have been given 20 sacks of flour during the summer by the post-trader, who, as appears from the correspondence forwarded by Colonel Buell, now wishes to know how he is to be paid for the flour.

Colonel Buell has sent some of the Indians out, under protection of a detachment of troops, to kill buffalo, to keep them from starvation, or from committing thefts and depredations, until the Government acts in their behalf. He recommends that the Lipans be sent back to Fort Sill, where it is understood they have lands allotted them, and that the Tonkawas be provided with farming-lands and stock for breeding purposes, with half-rations for three years, at the expiration of which time he thinks they would be self-supporting.

The papers are forwarded by General Ord, who remarks that "something should be done to get these Indians on a reserve where they will

not starve or depredate, the only alternative they have where they now are." The Lieutenant-General forwards the papers "for the favorable consideration of the Government," stating that "the Tonkawas are a very deserving people, probably the most so of any Indians we have, and it is a shame that we leave them in their present destitute condition. While hostile Indians are loaded down with presents, the Tonkawas and Lipans are allowed to starve.

October 18, 1875, Lieutenant-Colonel Buell telegraphs to headquarters Department of Texas that the Lipan chief reports one Lipan and a squaw as having gone from Fort Griffin to the plains to join the Apaches. They have been gone three weeks, and will shortly return for more, for the purpose of raiding for scalps and horses; the Lipan reports cause of leaving as stoppage of rations and near approach of starvation. Colonel Buell reports half his available cavalry as absent with surveying party, and can do very little with remainder, but had he consent, believes he could, with help of the Lipan chief, find the Apaches.

Forwarded by General Ord for the information of the Interior Department, in connection with previous papers herein referred to.

E. D. TOWNSEND,
Adjutant-General.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
November, 4, 1875.

WAR DEPARTMENT,
Washington City, November 13, 1875.

SIR: I have the honor to submit a brief of papers of which copies have, from time to time, been sent to your Department, relative to the subsistence of Tonkawa and Lipan Indians at Fort Griffin, Tex., and respectfully inviting your attention to the recent reports of Colonel Buell upon the helpless condition of these Indians, and to the recommendations of Lieutenant-General Sheridan and General Ord, in their behalf. I earnestly request the Interior Department will take some action with a view to placing the said Indians on a reservation.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

The Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, December 16, 1875.

SIR: I have the honor to acknowledge the receipt of your letter of the 13th ultimo, upon the subject of the Tonkawa and Lipan Indians, at Fort Griffin, Texas, and in reply respectfully invite your attention to the inclosed copy of a report, dated the 13th instant, from the Commissioner of Indian Affairs, to whom the matter was referred.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The Hon. the SECRETARY OF WAR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 13, 1875.

SIR: I have the honor to acknowledge the receipt, by reference from you, for immediate attention and report, of a communication from the War Department, under date of the 13th ultimo, submitting brief of papers sent to Department relative to subsistence of Tonkawa and Lipan Indians, and inviting attention to report of Colonel Buell and recommendations of Generals Sheridan and Ord, and requesting some action on the part of the Department to place these Indians on a reservation. In reply thereto, I would respectfully state that these Tonkawa Indians are a portion of those captured by Colonel McKenzie, who, when taken to Fort Sill, were met and recognized by a small band of seven lodges of Lipan Indians, (27 in number,) to whom they are related by intermarriage. These Lipans, being at enmity with the Indians at Fort Sill, requested permission to remove to Fort Griffin, in Texas, and serve the Government as scouts, as their relatives, the Tonkawas, are doing. This request, having the approval of Colonel Buell, was made the subject of a report to the Department under date of August 18, 1873, in which it is stated "that there is no objection to the consolidation of these two tribes; but if consolidated, they should be located at the Southern Apache or Mescalero agency at Fort Stanton, N. Mex., where most of the Lipans are." If a removal be practicable, and if there be any appropriation from which funds can be used by the War Department to effect their removal, I would respectfully recommend that they be located on the Hot Springs Indian reservation, or the Mescalero-Apache Indian reservation, both being in New Mexico; or in case it be deemed preferable to remove them to the Indian Territory, that a home might be selected among the Kickapoos for them. But let the point of removal be fixed where it may, I would respectfully state that there are no funds at the disposal of this Office to defray the expense thereof, and recommend, should there be no other available means, that Congress be requested to make the necessary appropriation for their immediate removal to, and establishment upon, some suitable permanent reservation.

The communication of the War Department is herewith returned.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

WAR DEPARTMENT,
Washington City, December 20, 1875.

SIR: Replying to your letter of the 13th instant, in answer to mine of the 13th ultimo, relative to the Tonkawa and Lipan Indians at Fort Griffin, Tex., and inviting attention to (transmitted) recommendation of the Commissioner of Indian Affairs as to the placing of the said Indians upon a reservation, I have the honor to inform you that this Department has no appropriation at its command from which to pay for the proposed removal, and I would suggest that the Department of the

Interior ask, at the hands of Congress, the necessary legislation in the matter.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, December 30, 1875.

SIR: Referring to a communication from the honorable the Secretary of War, dated the 20th instant, relative to the removal of the Tonkawa and Lipan Indians located near Fort Griffin, Tex., &c., and suggesting that legislation be asked from Congress to effect the object, I have the honor to respectfully invite your attention to the inclosed copy of a letter, dated the 28th instant, from the Commissioner of Indian Affairs, to whom the subject was referred, in which he suggests that, for reasons stated, the War Department be solicited to furnish an estimate of the probable cost of the removal of the Indians in question from Fort Griffin to the Mescalero-Apache reservation or the Hot Springs reservation in New Mexico.

The matter is presented for the consideration of the honorable the Secretary of War.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The Hon. SECRETARY OF WAR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 28, 1875.

SIR: I have the honor to acknowledge the receipt, by reference from you, of a letter from the honorable Secretary of War, dated the 20th instant, in reference to the Tonkawa and Lipan Indians, at Fort Griffin, Tex., stating that that Department has no appropriation at its command from which to pay for the proposed removal and location upon an Indian reservation of these Indians, and suggestion that this Department ask, at the hands of Congress, the necessary legislation in the matter.

Before taking any action with a view to procuring the legislation desired, I respectfully suggest that the War Department be solicited to furnish this Department with an estimate of the probable cost of removing these Indians from their present location and establishing them either upon the Mescalero-Apache or Hot Springs reservation in New Mexico. This request is made under the impression that the officers of that Department have more correct information and better opportunity and means of advising themselves as to the character of the region of country required to be traversed in making this proposed removal and the necessary expense attending the same.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

[Indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, January 7, 1876.

Official copy respectfully referred, through headquarters of the Army, to the commanding general Military Division of the Missouri, to obtain and forward to this Office an estimate of the probable cost of removal of these Indians, as desired by the Interior Department.

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, Ill., January 21, 1876.

SIR: I have the honor to acknowledge the receipt of copies of correspondence between the War and Interior Departments, concerning the removal of the Tonkawas and Lipans, Indians, from Fort Griffin, Tex., to the Mescalero-Apache or to the Hot Springs reservation in New Mexico, forwarded to me to obtain and present an estimate of the probable cost of the removal of the Indians as stated.

I have taken the necessary steps to obtain the information desired, and as soon as it is received will advise the War Department on the subject.

Very respectfully, your obedient servant,

P. H. SHERIDAN,
Lieutenant-General, Commanding.

ADJUTANT-GENERAL *United States Army,*
(Through headquarters of the Army, Saint Louis, Mo.)

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THE UNIVERSITY OF CHICAGO
DEPARTMENT OF THE HISTORY OF ARTS
AND ARCHITECTURE
OFFICE OF THE CURATOR
OF THE MUSEUM OF ARTS
AND ARCHITECTURE
CHICAGO, ILLINOIS
JANUARY 1, 1910
TO THE HONORABLE
COMMISSIONER OF THE
GENERAL LAND OFFICE
WASHINGTON, D. C.
SIR:
I have the honor to acknowledge the receipt of your letter of the 28th inst. in relation to the proposed purchase of the site for the proposed building for the Department of the History of Arts and Architecture, and to inform you that the same has been referred to the Board of Trustees of the University of Chicago for their consideration.

I am, Sir, very respectfully,
Yours very truly,
J. H. Thompson
Curator of the Museum of Arts and Architecture

SUPPLIES FOR INDIANS AT RED CLOUD AGENCY.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

UPON

The subject of supplies required at the Red Cloud agency.

FEBRUARY 1, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 26, 1876.

SIR: I have the honor to transmit herewith a copy of a letter dated the 24th instant from the Commissioner of Indian Affairs, with inclosure from J. S. Hastings, esq., United States Indian agent at Red Cloud agency, in relation to the condition of supplies for his Indians.

The subject is respectfully presented for the consideration of Congress in connection with the communication from this Department of 10th instant, addressed to the Speaker of the House of Representatives, presenting an estimate of appropriation for supplies for Red Cloud and Whetstone agencies.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The SPEAKER *House of Representatives.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 24, 1876.

SIR: I have the honor to forward herewith, in connection with my communication of the 4th instant, copy of letter from J. S. Hastings, esq., United States Indian agent at Red Cloud agency, in which, under date of the 10th instant, Agent Hastings states the condition of the supplies for his Indians.

This letter from Agent Hastings is in response to communication from this Office of the 29th ultimo, in which he was instructed to use the ut-

most care and economy in the distribution of supplies yet remaining in his hands. I am fully convinced that the agent does not exaggerate the needs of his Indians, and while temporary relief might be given Agent Hastings by diverting to the Red Cloud agency some share of the beef which has been designed for other bands of the Sioux, yet such a relief would be only temporary and at the expense of other agencies whose Indians would soon become equally clamorous and dangerous under a short supply.

In view of the known power and chronic restlessness of this band of Sioux, which may be increased by not improbable collision between other bands of the same nation and the military, I very earnestly request that, if deemed advisable by you, the attention of Congress be again called to the urgency of this case.

I have the honor to be, very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

RED CLOUD AGENCY, NEBRASKA.

January 10, 1876.

SIR: I have the honor to acknowledge the receipt of your letter of the 29th ultimo, and in reply would inform you that the ration as issued to Indians here is so small that to reduce it would cause suffering among them. It will be utterly impossible to make the present supply last till the end of the year. There are yet due from the contractor about eleven hundred thousand pounds of beef. Allowing that the utmost economy is exercised in the distribution of same, it will have been exhausted before the end of February, leaving them four months unprovided for with the substantial portion of the ration, and on which they principally depend. The balance of the ration will last about a month later. Unless some provision is made to supply the deficiency, they will be reduced to a starving condition, depredations on the frontier settlements will necessarily follow, and may possibly cause a general outbreak.

Very respectfully, your obedient servant,

JAS. S. HASTINGS,
United States Indian Agent.

Hon. J. Q. SMITH, *Commissioner Indian Affairs, Washington, D. C.*

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TRUST-FUNDS OF OTTAWA AND CHIPPEWA INDIANS.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

TRANSMITTING

A copy of a communication from the Indian Commissioner, inclosing draught of a bill providing for the covering into the Treasury of certain funds therein named.

FEBRUARY 1, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 25, 1876.

SIR: I have the honor to inclose herewith copy of a letter from the Commissioner of Indian Affairs, dated the 24th instant, inclosing draught of a bill authorizing this Department "to cover into the Treasury certain funds, comprised of money and stocks, held by the Secretary of the Interior in the name of the Ottawa and Chippewa Indians, released to the Government by treaty with said Indians of July 31, 1855." You will also find inclosed copies of several communications relative to the subject-matter under consideration.

I concur with the Commissioner in regard to the disposal of said funds, and would respectfully request that the subject may receive the favorable action of Congress.

Very respectfully,

Z. CHANDLER,
Secretary.

Hon. M. C. KERR,
Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 24, 1876.

SIR: I have the honor to acknowledge the receipt of Department letter of the 18th instant, in reply to one from this Office of the 17th ultimo, relating to the transfer to the Treasury Department of certain Ottawa and Chippewa bonds, and accrued interest thereon, stating that,

in accordance with the request of this Office, the matter had been referred to the Secretary of the Treasury for such action in the premises as might be necessary to cause the funds named to be covered into the Treasury, and inclosing a copy of the letter of that officer in reply, in which he recommends that the bonds in question be disposed of and the proceeds deposited and covered into the Treasury.

You state that the bonds of the States of Tennessee and Virginia (which comprise a portion of those under consideration) cannot be sold at the present time without loss to the Government, and express the opinion that it will be necessary to secure congressional legislation, authorizing the sale thereof, before the same can be disposed of by the Department, and therefore direct that a draught of a bill to that end be prepared and transmitted with the proper recommendations to forward the same to Congress.

In compliance with your directions, I have the honor to transmit herewith a *projet* of a bill authorizing the disposal of the bonds hereinbefore referred to, and for the proper disposition of the proceeds of the same, as well as of the accumulated interest on said bonds, and respectfully recommend that it be forwarded to Congress for the early and favorable action of that body.

I also forward herewith duplicate copies of all correspondence on the subject-matter under consideration, and recommend its transmittal to Congress in order that said body may have a perfect understanding of the case.

Very respectfully, your obedient servant,

J. Q. SMITH, *Commissioner*.

Hon. SECRETARY OF THE INTERIOR.

AN ACT to cover into the Treasury certain funds, comprised of money and stocks held by the Secretary of the Interior in the name of the Ottawa and Chippewa Indians, released to the Government by treaty with said Indians, of July 31, 1855.

Whereas the Government of the United States became trustee of certain funds accruing to the Ottawa and Chippewa Indians under the fourth, fifth, sixth, and supplemental articles of the treaty with said Indians, of March 28, 1836; and whereas the said Indians, by the third article of a treaty concluded July 31, 1855, in consideration of certain grants and payments provided for in the first and second articles of said treaty, released and discharged the United States from all liability on account of former treaty stipulations, for land, money, or other thing guaranteed to them by the stipulations of any former treaty or treaties; and whereas the liability created under the treaty with said Indians, of 1836, being clearly discharged by the said third article of the treaty of 1855, and the treaty funds arising under the former treaty, (including the bonds and interest now on hand, and of which the Secretary of the Interior is trustee for the time being,) having thereby become the property of the United States: Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and is hereby, authorized and required to dispose of the stocks now held by him as trustee, in the name of the Ottawa and Chippewa Indians, amounting to the sum of twenty-one thousand two hundred and nine dollars and forty-seven cents, and to cause the proceeds thereof to be covered into the Treasury as funds released to the United States by the third article of the treaty of July 31, 1855, with the Ottawa and Chippewa Indians. And the said Secretary is hereby authorized and required to cause to be covered into the Treasury, in like manner, the accrued interest on said above-named stocks, now on the books of the Interior Department, amounting to the sum of thirty-one thousand one hundred and forty-two dollars and fourteen cents, (together with such other amount of interest on said stocks as may accrue up to the date of the carrying into effect the provisions of this act:) *Provided*, That if, in the opinion of the Secretary of the Interior, it be found impracticable to dispose of such portion of the stocks hereinbefore referred to, as may be depreciated in value, he is hereby authorized and directed to transfer the same to the custody of the Secretary of the Treasury, to be by him held until such time as the same may be disposed of without serious loss to the United States.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., November 24, 1875.

SIR: I have the honor to invite your attention to the following statement relative to certain stocks held by this Department in the name of the Ottawa and Chippewa Indians of Michigan.

By the fourth article of the treaty with said Indians of March 28, 1836, (7 Stat., 49,) it is provided, in consideration of the cession of certain lands per first article of said treaty, that the United States shall pay an annuity of \$30,000 per annum in specie for twenty years, \$29,000 of which to be paid annually to the Indians and \$1,000 to be invested in stock by the Treasury Department and to remain incapable of being sold without the consent of the President and Senate, which may, however, be given after the expiration of twenty-one years.

The fifth article of said treaty provides that \$300,000 shall be set apart for the payment of just debts against the said Indians, and the fourth article provides that \$150,000 shall be set apart as a fund for half-breeds.

By a supplemental article, pages 496 and 497, it is provided that any excess of the "funds set apart in the fifth and sixth articles shall, in lieu of being paid to the Indians, be retained and vested by the Government in stock under the conditions mentioned in the fourth article of this treaty."

In compliance with said treaty, certain investments in stock were from time to time made by the Government. In 1851 or 1852, a portion of the stocks belonging to said Indians, arising as above mentioned, were sold to pay certain claims against the Indians, as provided for in the fifth and sixth articles of their treaty, yet leaving a balance of stock to their credit.

By the third article of the treaty of July 31, 1855, with said Indians, (11 Stat., 624,) it is stipulated that "the Ottawa and Chippewa Indians hereby release and discharge the United States from all liability on account of former treaty stipulations, it being understood and agreed that the grants and payments hereinbefore provided for are in lieu and satisfaction of all claims, legal and equitable, on the part of said Indians, jointly and severally, against the United States for land, money, or other thing guaranteed to said tribes or either of them by the stipulations of any former treaty or treaties."

Under the provision of the treaty of 1855, all payments on account of interest accruing on the balance of stocks before mentioned have been withheld.

These Indians, parties to the treaties of 1836 and 1855, now number nearly 6,000 souls, the majority of whom are located in Chippewa, Delta, Emmett, Leelenaw, Oceana, Mason, Muskegon, Allegan, Cheboygan, and Alpena Counties, and on Beaver, High, and Garden Islands, in the State of Michigan. They are entirely dependent upon their own resources and exertions for maintenance, their tribal organization being dissolved, and all payments to them under treaty having expired by limitation.

This subject is submitted for the information and consideration of the Department, with a view of obtaining a decision as to the ownership of the stocks, which rests upon the question whether these stocks, consisting of Government bonds and stocks of different States, held in trust for the Indians at the time of making the last treaty, are to be considered a "liability on account of former treaty stipulations," or a claim, "legal and equitable, on the part of said Indians, jointly and severally,

against the United States for land, money, or other thing guaranteed to said tribes, or either of them, by the stipulations of any former treaty or treaties," as contemplated in the third article of the treaty of 1855, or whether, being the property of the Indians at the signing of the treaty, and held only in trust by the Treasury of the United States, these stocks are not still the property of the Indians, and may therefore now be treated as belonging to them.

The stocks now held by the Department in the name of the Ottawas and Chippewas, amount to \$21,209.47, and interest thereon has accumulated since the treaty of 1855, amounting to \$30,983, and is now on the books of this Office to the credit of appropriation "trust-fund interest due Ottawas and Chippewas."

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., December 14, 1875.

SIR: Referring to a communication from your Office, dated the 24th ultimo, relative to certain funds on the books of the Indian Bureau to the credit of the Ottawa and Chippewa Indians, I have to state that the treaty of 1836, (see U. S. Stats., vol. 7, page 492,) creates an engagement on the part of the United States to pay the amounts therein specified, unless discharged by the treaty of 1855.

The liability so created was clearly discharged by third article of the treaty last named, (see U. S. Stats., vol. 11, p. 624.) I am therefore of the opinion that the trust-fund created under the former treaty, (including the bonds and interest now on hand,) is the property of the United States.

You will please furnish this Office with a complete report of the stocks and interest belonging to this fund, and give such other information as will enable the Department to transfer said fund to the Treasury Department.

Very respectfully,

Z. CHANDLER, *Secretary.*

Hon. JOHN Q. SMITH,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 17, 1875.

SIR: I have the honor to acknowledge the receipt of Department letter of the 14th instant, in reply to one from this Office of the 24th ultimo, asking for a decision as to the ownership of certain stocks held by the Department, and moneys on the books of this Office in the name of the Ottawa and Chippewa Indians, stating that the liability created by the treaty of 1836, with said Indians, was clearly discharged by the third article of the treaty of 1855, and therefore the trust-fund created under the former treaty, (including the bonds and interest now on hand,) is the property of the United States.

In compliance with the instructions contained in said letter, I have the honor to submit the following statement of the bonds and interest belonging to said fund, viz :

STOCKS.

State of Tennessee 5s	\$1,000 00
State of Virginia (Chesapeake and Ohio Canal Company) 6s	3,000 00
United States registered loan of 1864, 6s	2,000 00
United States registered loan of 1865, 6s	8,909 47
United States funded loan of 1881, 5s	6,300 00
Total stocks	21,209 47

INTEREST.

Trust-fund interest due Ottawas and Chippewas	\$30,452 14
Trust-fund interest due Ottawas and Chippewas, 1874	230 00
Trust-fund interest due Ottawas and Chippewas, 1875	230 00
Trust-fund interest due Ottawas and Chippewas, 1876	230 00
Total interest	31,142 14

In explanation of the difference in amount of interest as shown in Office report of the 24th ultimo and the amount stated above, I have to state that since the date of said report there has been collected and brought on the books of this Office the sum of \$159.14.

In this connection I respectfully request that the matter of the transfer to the Treasury Department of the above interest be submitted to that Department for such action in the premises as may be necessary in order that the amount thereof may be properly covered into the Treasury.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

TREASURY DEPARTMENT,
Washington, D. C., January 5, 1876.

SIR: I have the honor to acknowledge the receipt of your letter of the 20th ultimo, with inclosures, asking what action should be taken to properly cover into the Treasury the interest now standing on the books of the Department to the credit of the Ottawa and Chippewa Indians, and in reply to state, that, as you have decided that the trust-funds referred to have become the property of the United States, your requisition for the same should be issued in favor of the United States Treasurer, to be by him deposited, as a deposit by you as "funds released to the United States by the 3d article of the treaty of July 31, 1855." (11 Statutes, p. 624.)

The stocks in question can be disposed of, and the proceeds deposited and covered into the Treasury under the same head.

Very respectfully, your obedient servant,

B. H. BRISTOW,
Secretary.

Hon. Z. CHANDLER,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., January 18, 1876.

SIR : Referring to your letter of the 17th ultimo relative to the transfer of certain bonds, with the accrued interest thereon, to the Treasury Department, and requesting that the matter be submitted to that Department for such action in the premises as might be necessary, in order that the amount thereof may be properly covered into the Treasury, I have to say that a copy of your letter was transmitted to the Secretary of the Treasury, and I inclose herewith, for your information, a copy of his communication dated the 5th instant, in reply to the same.

The bonds held in trust by this Department for the Ottawa and Chippewa Indians are as follows, viz:

State of Tennessee 5s.....	\$1,000 00
State of Virginia (Chesapeake and Ohio Canal) 6s	3,000 00
United States registered loans of 1864, 6s	2,000 00
United States registered loans of 1865, 6s	8,909 47
United States registered funded loan, 1881, 5s.....	6,300 00
Total	21,209 47

The honorable Secretary of the Treasury recommends that the above bonds be disposed of and the proceeds deposited and covered into the Treasury.

The above bonds of the States of Tennessee and Virginia cannot be sold at the present time without a loss to the Government, and I am of the opinion that it will be necessary to procure an act of Congress authorizing the sale of said bonds before this Department can dispose of the same.

You will, therefore, transmit a draught of a bill, authorizing the sale of the bonds, and the transfer of the funds to the Treasury Department, with the proper recommendations to forward the same to Congress.

Very respectfully,

Z. CHANDLER,
Secretary.

Hon. J. Q. SMITH,
Commissioner of Indian Affairs.

CONSOLIDATION OF MIAMI INDIANS WITH OTHER TRIBES.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

UPON THE SUBJECT OF

The consolidation of the Miami Indians of Kansas with the confederated bands of Peoria, Piankeshaw, Kaskaskia, and Wea Indians, in Indian Territory.

FEBRUARY 1, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 26, 1876.

SIR: On the 17th of February, 1875, this Department had the honor to transmit, for the consideration of Congress, a copy of a report from the Commissioner of Indian Affairs upon the subject of the consolidation of the Miami Indians, of Kansas, with the confederated bands of Wea, Peoria, Kaskaskia, and Piankeshaw Indians, in the Indian Territory, with a statement of the funds belonging to the two bodies of Indians, and a draught for a bill to carry into effect the provisions of the act of March 3, 1873, entitled "An act to abolish the tribal relations of the Miami Indians, and for other purposes."

I now have the honor to present a further communication from the Indian Office, setting forth the present condition of these Indians, what action has been taken under the provisions of the act of March 3, 1873, before referred to, and the necessity which exists for legislation to complete the contract entered into by the tribes named, and fulfill the stipulations on the part of the Miami Indians.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The SPEAKER *House of Representatives.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 24, 1876.

SIR: I have the honor to invite your attention to the matter of the consolidation of the Miami Indians, of Kansas, with the confederated Peorias, Weas, Kaskaskias, and Piankeshaws, under act of Congress,

2 CONSOLIDATION OF MIAMI INDIANS WITH OTHER TRIBES.

approved March 3, 1873, entitled "An act to abolish the tribal relations of the Miami Indians, and for other purposes," the 6th section of which (17 Stat., 633) provides that the Secretary of the Interior is authorized and directed to examine a contract made by and between the Western Miami Indians, of Kansas, and the confederated Peoria, Wea, Kaskaskia, and Piankeshaw Indians, on the 15th day of January, 1872, and to approve the same with such modifications as justice and equity may require, &c.

The contract in question provides that the Miamies may unite with and form a part of the confederated tribes, and have and own an equal and proportionate interest in their lands secured and described in the treaty made February 23, 1867, by paying or causing to be paid to said confederated tribes a sum equal to the price paid per acre for said lands, and ten per centum on the same from the ratification of said treaty, (October 14, 1868;) and further, that the Miamies so uniting and consolidating with them may, after uniting and settling on said lands, receive and draw like payments and annuities as the said Peoria, &c., Indians; provided they shall first place, or cause to be placed, to the credit of the united tribes a sum of money sufficient to warrant them in so drawing without prejudice to the interests of the said confederated tribes, &c.

The contract referred to was forwarded to the Department on February 21, 1874, for approval, with recommendation that the same be modified so far as related to the date of commencement of the ten per centum interest on the sum to be paid to the confederated tribes for lands purchased by the Miamies, viz, that the interest to be paid should be calculated from March 3, 1873, the date of the ratification of the said contract by act of Congress, instead of October 14, 1868, as provided therein.

To this recommendation the confederated tribes objected, and, in support of the same, a protest, dated March 2, 1874, was filed in this Office. This objection was mainly upon the ground that the price per acre, with interest to be paid by the Miamies, as per agreement of January 15, 1872, "would barely re-imburse the confederated tribes for all the outlay of money it cost them to secure the land, under the treaty of 1867; the expense of numerous 'talks' with the Senecas and Quapaws; the traveling-expenses of full delegations to and from the Indian Territory, while they yet resided in Kansas; and the expenses of delegations to Washington to procure the confirmation of their treaty by the Senate, where it hung in the balance for fifteen or sixteen months, all of which expense was borne by the confederated tribes, aside from the original price paid for the lands."

Subsequently, a modification of the original contract was entered into between the confederated tribes and the Miamies, dated September 23, 1874, providing for the payment of interest on the purchase-money for lands sold to the Miamies for one-half of the time intervening between October 14, 1868, and March 3, 1873, instead of for the whole time, as required by the contract of January 15, 1872.

This being deemed a just and equitable settlement of the differences arising out of the question of the payment of interest on the sum required to purchase lands, this Office recommended, under date of November 14, 1874, the approval of the contract of January 15, 1872, as modified by the agreement of September 23, 1874; and the said contract, so modified, was approved by the Department on the 19th of the same month.

By the contract of January 15, 1872, the tribes were required to furnish a census of their number; and, by the official list, presented by Superintendent Hoag, under date of January 19, 1874, the confederated tribes number one hundred and twelve persons. The number of Miamies was one hundred and nineteen.

Under the modified agreement of September 23, 1874, the Confederated Kaskaskias, &c., agreed to furnish a corrected census. In compliance therewith, a corrected list was furnished, placing their number at one hundred and forty persons.

Subsequently it was ascertained that certain Peorias were erroneously enrolled as Miamies, and not entitled to be considered as such, they already being enrolled with and representing a part of the one hundred and forty persons comprising the confederated tribes. Consequently, an additional modification was adopted by the confederated tribes and Miamies, dated February 6 and 10, 1875, requesting that the names of said persons, numbering thirteen, be stricken from the list of the Miamies, thus reducing the number of said Miamies to one hundred and six.

The names of said thirteen persons having been compared with the Kaskaskia, &c., corrected list, and found to be enrolled thereon, this Office, under date of February 11, 1875, recommended that, "as the said thirteen persons form a part of, and are counted in with, the one hundred and forty Kaskaskias, &c., and as a further modification of the contract of January 15, 1872, between said Indians, their names be stricken from the Miami Indian list;" and on the 15th of the same month the Department approved of said recommendation.

The act of March 3, 1873, failing to provide by appropriation the necessary funds to carry out its provisions, this Office transmitted to the Department, on the 16th of February last, an estimate of appropriation required to pay the Confederated Kaskaskias, &c., for lands sold to Miami Indians; the amount necessary to pay the thirty-four Miamies who had become citizens of the United States under the provisions of the third section of the act referred to, their proportion of the assets of the tribe, and the amount to be paid, *per capita*, to the seventy-two Miamies uniting with the Confederated Kaskaskias, &c., under the sixth section of said act, with recommendation that the same be transmitted to Congress for the early and favorable action of that body; but the desired legislation has not as yet been had.

The seventy-two Miamies referred to have been for several years residing on the lands purchased from the Confederated Kaskaskias, &c., under the contract of January 15, 1872; and the latter Indians are somewhat indignant at the long delay in receiving their pay for said lands. They are constantly pressing their claim for said money, which they greatly need for the improvement of their own lands; and serious complications seem likely to arise from any farther extended delay of congressional action.

The thirty-four Miamies who have become citizens of the United States have complied with all the requirements of the third section of the act named, are much in need of their proportion of the tribal assets, and are justly entitled to the same.

I therefore transmit herewith an estimate of appropriation required to pay the said thirty-four persons their share of the tribal assets of the Miami Indians, and to pay the Confederated Kaskaskias, &c., for lands sold to the seventy-two Miamies who have united with them; and respectfully recommend that the same be laid before Congress for the favorable action of that body.

4 CONSOLIDATION OF MIAMI INDIANS WITH OTHER TRIBES.

For the information of the Department, I append hereto a statement of funds belonging to the Miamies of Kansas, viz :

Four of twenty installments of \$7,500 each, under the third article of the treaty of June 5, 1854, for annuity yet to be appropriated.....	\$30,000 00
Cash value of permanent provision for miller, and for smith, assistant, &c., per treaties of October 6, 1818 ; October 23, 1834 ; and June 5, 1854 ; capitalized	30,800 00
Amount set apart by the 3d article of treaty of June 5, 1854, for educational purposes.....	50,000 00
Total assets under treaties.....	110,800 00

Of this sum thirty-four one hundred and sixths (\$35,539.62) belong to the citizen parties of the Miamies, and the balance (\$75,260.38) to the Indian party. The amount necessary to pay for lands sold to the Indian Miamies is as follows, viz :

Principal	\$15,385 20
Interest thereon, at 10 per cent., for one-half of the time between October 14, 1868, and March 3, 1873, 2 years and 70 days, per modified agreement	3,372 10
Interest on same, at 10 per cent., from March 3, 1873, to July 1, 1876, 3 years and 120 days.....	5,121 37
Total to pay for lands.....	23,878 67

The consolidation of the Miami funds, as contemplated by the fifth section of the act of March 3, 1873, cannot now be consummated, for the reason that the lands mentioned therein as yet remain unsold; therefore, the requirements of the sixth section of said act, which provides for the setting apart from said consolidated fund, and capitalizing with the funds of the Confederated Kaskaskias, &c., a sum sufficient to warrant and justify all the Miamies entitled, and electing, to unite with the said Confederated Kaskaskias, &c., in drawing thereafter like annuities with the said Confederated Kaskaskias, &c., without prejudice to the rights and interests of said last-named Indians, cannot, until said lands are sold, be carried into effect, the said Miamies not having at this time sufficient funds to place them on an equality with the Confederated Kaskaskias, &c., to warrant their drawing like annuities with the last-named Indians.

The annuities due, or to become due, can hereafter be paid to the Confederated Kaskaskias, &c., and to the Miamies separately, as heretofore, until such time as the Miami lands shall have been sold, and the proceeds thereof added to their consolidated fund, at which time the union of the two funds can be effected in accordance with the provisions of the said sixth section of the act referred to.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

CONSOLIDATION OF MIAMI INDIANS WITH OTHER TRIBES. 5

Estimate of appropriation required to pay Miami Indians of Kansas who have become citizens of the United States, and to pay the confederated Kaskaskias, &c., for lands sold to the Indian party of said Miamies.

For this amount, to be paid to the thirty-four persons, formerly members of the Miami tribe of Indians of Kansas, who have become citizens of the United States under the provisions of the third section of the act approved March 3, 1873, entitled "An act to abolish the tribal relations of the Miami Indians, and for other purposes," being their share of the tribal assets, thirty-five thousand five hundred and thirty-nine dollars and sixty-two cents.....

\$35,539 62

And for this amount, to be paid to the confederated Kaskaskias, &c., for lands sold to the Indian party of said Miamies, under contract of January 15, 1872, per sixth section of the act above named, twenty-three thousand eight hundred and seventy-eight dollars and sixty-seven cents.....

23,878 67

Making a total of fifty-nine thousand four hundred and eighteen dollars and twenty-nine cents, which sum is to be taken from the tribal assets of said Miami Indians.....

59,418 29

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JURISDICTION OVER INDIANS IN CERTAIN STATES.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

PRESENTING

*Draught of a bill in relation to the jurisdiction over Indians in certain States
named, &c.*

FEBRUARY 1, 1876.—Referred to the Committee on Indian Affairs and ordered to be
printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 27, 1876.

SIR: I have the honor to transmit herewith a draught of a bill for the transfer of the Indians in the States of New York, North Carolina, Michigan, Wisconsin, Minnesota, and Iowa from the control of the United States Government to the control of the several States named within which said Indians are located.

In my opinion the Indians referred to have made such progress in the acquirement of education and industrial skill as to enable them to support themselves, and to render it wise and proper to separate them from the guardianship and control of the Federal Government, that they may be made subject to the restraints and be endowed with the rights and privileges granted by State laws and regulations.

This subject was referred to in my annual report, and also in the last annual report of the Commissioner of Indian Affairs, and, regarding it a progressive movement in the direction of a final settlement of the relations of the Indians to the Government, I respectfully commend the measure to the favorable consideration of Congress.

I have the honor to be, very respectfully, your obedient servant,

Z. CHANDLER,

Secretary.

The SPEAKER *House of Representatives.*

Whereas the following-named tribes and bands of Indians, to wit: the Six Nations, including the Oneidas, the Onondagas, the Tuscaroras, the Tonawandas, and the Senecas, of the State of New York; the Eastern Band of Cherokees, in the State of North Carolina; the Chippewas, the Ottawas, and the Pottawatomies, of the State of Michigan; the Chippewas, the Menomonees, the Oneidas, and the Stockbridges, of the

State of Wisconsin; the Sacs and Foxes, of the State of Iowa; and the Chippewas, of the State of Minnesota, have attained to such a degree of civilization as to become self-supporting, and in all other respects fitted to mingle with the citizens of the States, to be subject to the same municipal control, and enjoy the same rights and privileges; and whereas it is not the policy of the United States Government to maintain its present system of guardianship over the Indians resident within its jurisdiction after they have become fitted to enjoy the privileges and exercise the duties of citizenship: Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That by and with the consent of the States of New York, North Carolina, Michigan, Wisconsin, Iowa, and Minnesota, or either of them, first had and obtained, respectively, through the legislative assemblies of the said States, and upon the terms and conditions hereinafter specified, the control and guardianship of the several tribes and bands of Indians mentioned in the preamble to this act shall be transferred to the said States respectively, within which they are located, to be by them exercised according to the laws of said States.

SEC. 2. That all stocks, bonds, or other evidences of indebtedness, held in trust by the Government of the United States, or any officer thereof, for the benefit of any tribe or band of Indians named in the preamble to this act, the principal of which is the property of said Indians, and all balances of appropriations which may remain unexpended in the Treasury of the United States to the credit of said Indians, shall be transferred to the said State so accepting the guardianship and control of said Indians as aforesaid, respectively.

SEC. 3. That where the treaty liabilities of the United States Government to any of the said Indians are not in the form of stocks or bonds, but are provided for by annual appropriations, Congress shall make annual appropriations equal in amount to the said treaty liabilities of the Government to said Indians, which appropriations shall be paid to the several States, respectively, to which such Indians have been transferred, during the period for which said liabilities shall continue, which appropriations shall be expended for the sole use and benefit of said Indians, as the States in their legislative capacities shall decide.

SEC. 4. That the title of the United States to all reservations of land held for and occupied by the Indians mentioned in the preamble to this act, or any of them, shall vest in the State so assuming control of said Indians: *Provided*, That said lands shall not be disposed of excepting for the benefit of the tribe or band of Indians holding the possessory or other title to or occupying such lands as a home or reservation at the time of the transfer.

SEC. 5. That on the acceptance by the States mentioned in the first section of this act, or any of them, of the guardianship and control of the Indians as aforesaid, and the transfer of the bonds and balances of appropriations mentioned in the second section of this act, the guardianship and control by the United States Government over said Indians named in the preamble to this act shall cease and determine, and all records, accounts, and documents in the Indian Bureau, or certified copies of the same, which may be necessary to enable said States to carry out the terms of the trust herein imposed, shall be transferred to the several States, respectively.

FORT BUTLER MILITARY RESERVATION.

LETTER

FROM

THE SECRETARY OF WAR,

IN RESPONSE TO

Inquiry of the Committee on Military Affairs, dated January 21, relative to the Fort Butler military reservation.

FEBRUARY 1, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *January 28, 1876.*

The Secretary of War has the honor to report to the House of Representatives, for the information of the Committee on Military Affairs, in response to letter from said committee dated the 21st instant, requesting the information, that so much of the Fort Butler military reservation, situated on the Canadian River, in the Territory of New Mexico, as is not embraced in the reservation of Fort Bascom, is no longer needed for military purposes.

In this connection attention is invited to letter of the Secretary of War to the House of Representatives, dated March 9, 1874, published in House Executive Document 180, Forty-third Congress, first session.

WM. W. BELKNAP,
Secretary of War.

REPORT OF THE SECRETARY OF THE ARMY
ON THE PROCEEDINGS OF THE ARMY BOARD OF INVESTIGATION
IN THE CASE OF THE LIEUTENANT COLONEL
JOHN W. BROWN, U. S. ARMY

THE SECRETARY OF THE ARMY
WASHINGTON, D. C.

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THE SECRETARY OF THE ARMY
WASHINGTON, D. C.

ENLISTED MEN EMPLOYED IN WASHINGTON, D. C.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with House resolution of January 19, a statement of enlisted men employed in Washington, D. C.

FEBRUARY 1, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WASHINGTON, D. C.,
January 28, 1876.

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with the House resolution of the 19th instant, a statement showing the number, names, duty, and compensation of enlisted men employed in Washington, D. C., during the year 1875.

WM. W. BELKNAP,
Secretary of War.

Statement showing the number, names, duty, and compensation of enlisted men employed in Washington, D. C., during the year 1875.

OFFICE OF THE ADJUTANT-GENERAL.

[Employed in accordance with act of Congress approved March 3, 1875.]

No.	Name.	Duty.	Compensation received.	Remarks.
1	Benjamin Austin	Clerk	\$1,055 25	
2	James Brown	do	1,056 45	
3	G. V. Balch	do	1,043 25	
4	De W. C. Burke	do	1,043 25	
5	W. A. Craig	do	1,055 25	
6	N. H. Camp	do	1,015 25	
7	E. C. Carroll	do	1,055 25	
8	J. J. Dickson	do	1,043 25	
9	C. Emmerich	do	1,023 25	
10	E. A. Fenton	do	1,043 25	
11	William Gadsby	do	1,055 25	
12	E. P. Goodrich	do	1,055 25	
13	C. S. Hatch	do	1,103 25	
14	John Hastings	do	1,055 25	

Statement showing the number, names, duty, and compensation of enlisted men, &c.—Cont'd.

OFFICE OF THE ADJUTANT-GENERAL—Continued.

No.	Name.	Duty.	Compensation received.	Remarks.
15	H. N. Holmes	Clerk	\$1, 055 25	
16	M. Hoyberger	do	1, 149 25	
17	H. S. Hetherington	do	1, 079 25	
18	M. B. Lichty	do	1, 055 25	
19	T. Maloney	do	1, 055 25	
20	M. O'Connor	do	1, 127 25	
21	J. M. Partello	do	1, 011 12	
22	E. Renaud	do	1, 055 25	
23	C. S. Stull	do	1, 055 25	
24	J. C. Stewart	do	1, 103 25	
25	Francis Soevyn	do	1, 079 25	
26	C. A. Stockett	do	1, 019 25	
27	W. A. Thornton	do	1, 055 25	
28	T. B. Thornett	do	1, 043 25	
29	H. C. Bock	do	841 35	Enlisted March 1, 1875.
30	R. O'S. Burke	do	383 38	Enlisted August 14, 1875.
31	T. G. Carmick	do	190 29	Enlisted October 23, 1875.
32	J. J. Dolan	do	1, 007 25	
33	C. Dodge, jr.	do	552 84	Enlisted June 14, 1875.
34	L. C. Dowling	do	83 95	Enlisted December 2, 1875.
35	H. J. Gifford	do	1, 007 25	
36	R. Heinrichs	do	586 25	Enlisted June 2, 1875.
37	H. Homer	do	522 31	Enlisted June 25, 1875.
38	H. R. Hughes	do	489 04	Enlisted July 7, 1875.
39	W. B. Hale	do	489 04	Do.
40	Otto Haltnorth	do	252 82	Enlisted October 1, 1875.
41	J. Huettenmueller	do	453 00	Enlisted July 20, 1875.
42	J. B. Hallwood	do	344 20	Enlisted September 1, 1875.
43	S. L. Heap	do	174 13	Enlisted October 11, 1875.
44	R. C. Jones	do	1, 007 25	
45	J. H. Johnson	do	1, 007 25	
46	C. O. Lemont	do	480 67	Enlisted July 10, 1875.
47	T. A. Masterson	do	1, 007 25	
48	J. G. Millen	do	190 31	Enlisted October 23, 1875.
49	S. G. Mulhall	do	489 04	Enlisted July 7, 1875.
50	W. S. MacGill	do	1, 007 25	
51	H. L. McMurray	do	1, 007 25	
52	J. M. E. McKee	do	420 92	Enlisted August 1, 1875.
53	G. H. McNeill	do	1, 007 25	
54	J. O'Neill	do	1, 007 25	
55	G. W. Riggles	do	1, 007 25	
56	R. R. Selden	do	1, 007 25	
57	W. A. Scott	do	1, 007 25	
58	Jos. Smolinski	do	491 82	Enlisted July 6, 1875.
59	R. Letterman	do	1, 007 25	
60	W. H. Thornton	do	1, 007 25	
61	W. W. Wetzell	do	84 72	Enlisted December 1, 1875.
62	John Beatty	Watchman	988 50	
63	P. H. Weber	Mail-carrier	1, 012 50	
64	Aug. Grimm	Messenger	952 50	
65	J. O'Hagan	do	892 50	
66	G. H. Short	do	964 50	
67	J. Allen	do	979 33	
68	C. Baker	do	892 50	
69	J. Butler	do	940 50	
70	William Blenck	do	405 76	Enlisted July 22, 1875.
71	M. F. Daly	do	901 70	
72	Adam Dade	do	892 50	
73	P. M. Devitt	do	892 50	
74	John Finn	do	395 16	Enlisted July 22, 1875.
75	M. Gallagher	do	952 50	
76	W. Goldsborough	do	952 50	
77	Peter Harvey	do	952 50	
78	J. Kelly	do	952 50	
79	S. Kane	do	988 50	
80	J. C. Kohler	do	944 50	
81	C. Keegin	do	952 50	
82	Fred. Landgraf	do	952 50	
83	P. Larkin	do	976 50	
84	F. O. Mack	do	940 50	
85	J. Malone	do	940 70	
86	M. Murphy	do	976 50	
87	J. Madert	do	964 50	
88	F. McCarthy	do	943 16	
89	S. McMonigle	do	952 50	
90	J. McGilton	do	976 50	
91	C. V. McDermott	do	892 50	
92	J. Noonan	do	952 50	
93	E. D. Perkins	do	892 50	

ENLISTED MEN EMPLOYED IN WASHINGTON, D. C.

3

Statement showing the number, names, duty, and compensation of enlisted men, &c.—Cont'd.

OFFICE OF THE ADJUTANT-GENERAL—Continued.

No.	Name.	Duty.	Compensation received.	Remarks.
94	E. Quade.....	Messenger.....	\$892 50	
95	T. Sheridan.....	do.....	964 50	
96	H. Schultz.....	do.....	945 83	
97	John Widmire.....	do.....	892 50	
98	T. Wynne.....	do.....	952 50	
99	John Weidman.....	do.....	940 50	
100	J. Anderson.....	Watchman.....	940 50	
101	A. W. Bogia.....	do.....	892 50	
102	M. Cavanagh.....	do.....	924 77	
103	J. Clements.....	do.....	940 50	
104	Bart. Daly.....	do.....	892 50	
105	T. Fitzpatrick.....	do.....	940 50	
106	A. Fraber.....	do.....	916 50	
107	W. H. Goodacre.....	do.....	892 50	
108	J. A. Jewett.....	do.....	912 37	
109	T. Love.....	do.....	892 50	
110	H. T. Moore.....	do.....	940 50	
111	C. E. Murray.....	do.....	892 50	
112	M. McInerney.....	do.....	892 50	
113	N. McGowan.....	do.....	892 50	
114	James Plant.....	do.....	916 50	
115	D. Robinson.....	do.....	940 50	
116	T. W. Sims.....	do.....	892 50	
117	I. G. Scott.....	do.....	230 02	Enlisted October 1, 1875.
118	Samuel Wills.....	do.....	892 50	
119	J. G. Weaver.....	do.....	940 50	
120	C. St. J. Chubb.....	Clerk.....	98 60	Discharged February 6, 1875.
121	Thomas Burke.....	Messenger.....	92 33	Discharged February 8, 1875.
122	G. O. Brown.....	Clerk.....	172 90	Discharged March 1, 1875.
123	B. D. Thomson.....	do.....	172 90	Do.
124	A. Wiecker.....	do.....	172 90	Do.
125	T. G. Ash.....	do.....	261 62	Discharged April 1, 1875.
126	T. A. Stone.....	do.....	416 87	Discharged May 31, 1875.
127	J. R. Williams.....	do.....	418 22	Discharged June 1, 1875.
128	C. H. Houpt.....	do.....	525 60	Discharged July 1, 1875.
129	T. S. Buchanan.....	do.....	525 60	Do.
130	H. B. Cloud.....	do.....	586 33	Discharged August 1, 1875.
131	S. N. Tustin.....	do.....	523 80	Discharged July 9, 1875.
132	H. H. Hazard.....	do.....	557 67	Discharged July 12, 1875.
133	A. H. Elliott.....	do.....	554 33	Discharged July 20, 1875.
134	William Cairns.....	do.....	564 84	Discharged July 6, 1875.
135	S. McKnight.....	Messenger.....	516 97	Died July 17, 1875.
136	T. A. Kennard.....	Clerk.....	582 19	Died July 30, 1875.
137	O. Rosenkranz.....	do.....	703 05	Discharged September 1, 1875.
138	A. Henning.....	do.....	790 43	Discharged October 1, 1875.
139	J. Moran.....	do.....	754 43	Do.
140	J. T. McAnally.....	Watchman.....	704 47	Do.
141	T. H. S. Hamersly.....	Clerk.....	782 19	Discharged October 11, 1875.
142	L. B. Roberts.....	do.....	188 87	Enlisted July 14, 1875; discharged September 21, 1875.
143	M. O'Connell.....	Messenger.....	792 28	Discharged October 23, 1865; enlisted December 1, 1875; discharged Dec. 10, 1875.
144	J. Regenauer.....	Clerk.....	922 52	Discharged December 1, 1875.
145	J. A. Quinan.....	do.....	969 45	Discharged December 2, 1875.
146	Thomas Dolan.....	Messenger.....	1,055 25	On duty in Executive Mansion.
147	James Sheridan.....	do.....	1,055 82	Do.
148	J. B. Lynch.....	Clerk.....	1,115 25	On duty in War Department.
149	T. Lewis.....	do.....	1,103 25	Do.
150	S. Armstrong.....	do.....	1,007 25	Do.
151	J. S. Bosworth.....	do.....	839 24	On duty in War Department; enlisted March 19, 1875.
152	D. D. Davidson.....	do.....	1,046 98	Do.
153	R. B. Travers.....	do.....	1,007 25	Do.
154	W. M. Johnson.....	Messenger.....	940 50	Do.
155	Edward Dunn.....	do.....	940 50	Do.
156	D. Cramer.....	do.....	468 45	On duty in War Department; discharged July 1, 1875.
157	W. N. Luce.....	do.....	468 45	Do.
158	R. I. Squire.....	do.....	468 45	Do.
159	I. Tennyson.....	do.....	444 45	Do.
160	W. Warrington.....	do.....	444 45	Do.

The men on duty in the Adjutant-General's Office are employed in accordance with act of Congress, approved March 3, 1875. The number (127) authorized has not been exceeded at any time during the year; the excess of names is accounted for by discharge and enlistment. These men were authorized by the act referred to, after searching investigation by the Committees on Appropriations, in the Senate and House of Representatives, who were convinced that they were not only absolutely necessary to have the work done, but that the work was indispensable and saved to the Government annually more than the pay of the men amounts to. The enlisted clerks, while doing the same class of work as civilian clerks of higher pay, are under training for promotion to vacancies in the civil grades allowed by law.

ENLISTED MEN EMPLOYED IN WASHINGTON, D. C.

Statement showing the number, names, duty, and compensation of enlisted men, &c.—Cont'd.

OFFICE OF THE CHIEF OF ENGINEERS.

No.	Name.	Duty.	Compensation received.	Remarks.
1	Charles Haerle	Messenger	\$952 50	Enlisted March 13, 1875. Enlisted March 15, 1875; discharged July 1, 1875.
2	E. Sullivan	do	717 30	
3	J. P. Young	Clerk	298 23	

OFFICE OF LIEUTENANT WHEELER, UNITED STATES ENGINEERS, IN CHARGE OF SURVEY WEST OF ONE HUNDREDTH MERIDIAN.

1	J. F. Kilpatrick	Clerk	\$705 75	On duty from April 30, 1875.
2	William Looram	do	705 75	Do.

UNITED STATES CENTENNIAL OFFICE.

1	J. E. Brooke	Messenger	\$448 05	On duty from July 1, 1875.
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MILITARY DIVISION OF THE MISSOURI.

1	Jesse M. Clark	Clerk	\$712 74	Discharged September 16, 1875.
2	D. O. Drennan*	do	301 51	On duty from September 16, 1875.

OFFICE OF DEPOT QUARTERMASTER.

1	F. Lochboehler	Messenger	\$892 50	
2	J. Botts	do	892 50	
3	William Waters	do	892 50	
4	M. Kelly	do	892 50	

OFFICE OF CHIEF OF ORDNANCE.

1	S. L. Clark	Clerk	\$1,148 89	Discharged May 1, 1875.
2	C. E. Bailey	do	349 50	
3	S. E. Culverwell	do	1,077 09	
4	D. Harbaugh	do	1,077 09	
5	J. E. Rateliff	do	990 47	Discharged December 1, 1875.
6	H. T. J. Brown	do	525 54	Discharged July 1, 1875.
7	J. M. Wineberger	do	1,043 09	Enlisted December 1, 1875.
8	T. Q. Leckrow	do	79 12	
9	M. Darnall	Messenger	937 74	Discharged July 1, 1875.
10	F. M. Warren	do	928 74	
11	J. M. Smith	do	444 39	
12	J. W. Clarke	do	904 21	
13	J. E. Brooke	do	444 39	Discharged July 1, 1875.

OFFICE OF MEDICAL STATISTICS.

1	J. Richardson	Clerk	\$1,199 25	Discharged June 30, 1875. Do. Do.
2	H. J. Martin	do	1,199 25	
3	J. S. Patterson	do	1,151 25	
4	W. B. Clemmen	do	1,151 25	
5	E. Grier	Messenger	954 00	
6	R. L. Clean	Clerk	644 06	
7	Adam Geib	do	610 82	
8	S. A. Keeney	do	644 06	

OFFICE OF ATTENDING SURGEON AND UNITED STATES DISPENSARY.

1	F. M. Marshall	Clerk	\$1,193 75	
2	Thomas Reed	do	1,178 37	
3	J. Lyons	Messenger	952 50	
4	M. J. Deponai	do	932 00	
5	A. Lysight	do	932 00	

* Engaged in copying records for the division records which were destroyed by fire at Chicago; to return to duty at division headquarters when the copying is finished.

ENLISTED MEN EMPLOYED IN WASHINGTON, D. C.

5

Statement showing the number, names, duty, and compensation of enlisted men, &c.—Cont'd.

OFFICE OF THE CHIEF SIGNAL-OFFICER.

No.	Name.	Duty.	Compensation received.	Remarks.
1	H. Calver.....	Signal-service.	\$1,046 75	
2	T. B. Jennings.....	do	1,046 75	
3	P. A. Monnet.....	do	1,046 75	
4	T. Mosher, jr.....	do	1,061 88	
5	F. Meyer.....	do	88 73	
6	J. B. Newlin.....	do	1,046 75	
7	J. R. Walton.....	do	1,068 23	
8	E. B. Robbins.....	do	1,046 75	
9	O. Schutze.....	do	1,069 75	
10	W. E. Smith.....	do	181 40	
11	R. M. Barnitz.....	do	1,000 75	
12	J. V. Calver.....	do	999 15	
13	F. M. Clarke.....	do	1,041 41	
14	J. O. Conway.....	do	1,023 75	
15	C. R. Daw.....	do	1,009 38	
16	J. W. Everley.....	do	1,000 75	
17	W. J. Faherty.....	do	165 40	
18	H. L. Foreman.....	do	495 10	
19	G. T. Garner.....	do	1,000 75	
20	W. A. Glassford.....	do	1,000 75	
21	J. W. Greenwell.....	do	832 65	
22	H. R. Hathaway.....	do	1,000 75	
23	C. Holmes.....	do	1,000 76	
24	C. E. Howgate.....	do	1,000 75	
25	H. C. Hollingshead.....	do	959 37	
26	H. W. Hurley.....	do	1,000 75	
27	D. Maloney.....	do	1,046 75	
28	J. M. Marr.....	do	682 57	
29	W. R. Nimmo.....	do	1,000 75	
30	W. J. Parker.....	do	495 10	
31	W. R. Stansbury.....	do	1,000 75	
32	B. N. Waters.....	do	747 93	
33	A. A. Webb.....	do	1,000 75	
34	W. D. Wright.....	do	1,000 75	
35	A. Buell.....	do	1,045 48	
36	H. J. Penrod.....	do	691 67	
37	J. G. Murray.....	do	159 23	
38	C. A. Ray.....	do	921 59	
39	F. L. Pinkham.....	do	839 22	
40	Theo. Smith.....	do	818 03	
41	J. M. Watson.....	do	633 83	
42	W. T. Gibbon.....	do	441 72	
43	C. E. Brinsmade.....	do	83 30	
44	H. Fenton.....	do	73 10	
45	W. McElroy.....	do	192 98	
46	W. T. Blythe.....	do	92 73	
47	F. W. Conrad.....	do	1,046 75	
48	H. C. Hirst.....	do	605 83	
49	P. F. Nagle.....	do	1,046 75	
50	G. Allen.....	do	1,000 75	
51	W. M. Ash.....	do	1,000 75	
52	J. Balster.....	do	1,000 75	
53	W. Bolton.....	do	579 83	
54	C. W. Chambers.....	do	1,016 18	
55	J. T. Clements.....	do	1,000 75	
56	T. J. Elam.....	do	921 28	
57	S. J. Farrell.....	do	1,046 75	
58	J. W. Fraber.....	do	1,046 75	
59	James Kane.....	do	1,000 75	
60	W. Keough.....	do	1,000 75	
61	J. C. Lamont.....	do	1,000 75	
62	L. Leonardy.....	do	664 55	
63	R. H. Lyles.....	do	1,000 75	
64	J. F. O'Brien.....	do	1,000 75	
65	E. T. Peck.....	do	1,000 75	
66	A. Pennywitt.....	do	333 50	
67	A. Pritchard.....	do	579 83	
68	I. E. Scott.....	do	152 53	
69	A. C. Shaw.....	do	579 83	
70	F. Shock.....	do	84 73	
71	C. H. Simpson.....	do	418 23	
72	L. P. Sutton.....	do	1,000 75	
73	O. K. Tompkins.....	do	333 50	
74	F. H. Ward.....	do	664 55	
75	R. D. Watts.....	do	250 13	
76	B. C. Wright.....	do	1,000 75	
77	G. A. Ochus.....	do	176 42	
78	W. E. Spedden.....	do	863 65	

Statement showing the number, names, duty, and compensation of enlisted men, &c.—Cont'd.

OFFICE OF THE CHIEF SIGNAL-OFFICER—Continued.

No.	Name.	Duty.	Compensation received.	Remarks.
79	J. H. Robinson.....	Signal-service	\$932 22	
80	J. F. Curren	do	834 05	
81	W. M. Weddington.....	do	172 23	
82	W. Norrington.....	do	40 26	
83	H. Worch.....	do	741 52	
84	E. J. Fallon.....	do	680 12	
85	L. B. Henderson	do	76 55	
86	W. W. Thwealt.....	do	656 13	
87	B. F. Montgomery	do	611 66	
88	E. McDermott	do	1,100 22	
89	J. Laurens.....	do	88 73	
90	G. C. Schaeffer	do	1,061 88	
91	J. H. Smith	do	1,078 84	
92	H. Brawn	do	1,023 75	
93	W. R. Bushby.....	do	1,023 75	
94	T. McCarty.....	do	1,027 75	
95	A. T. McDermott	do	1,023 75	
96	J. M. Wolbrecht	do	1,023 75	
97	J. Barry	do	1,000 75	
98	A. L. Bowie.....	do	1,000 75	
99	C. H. Coburn.....	do	1,000 75	
100	J. W. Compton.....	do	250 13	
101	J. Courtney.....	do	1,000 75	
102	J. Davis, 2d	do	566 95	
103	O. F. Dodge	do	1,000 75	
104	A. Eccard.....	do	1,000 75	
105	G. W. Elmer	do	664 55	
106	F. H. Fuller	do	960 80	
107	G. W. Felger.....	do	1,000 75	
108	Lucien Garner.....	do	1,000 75	
109	J. Hart.....	do	1,046 75	
110	P. M. Hough	do	1,000 75	
111	J. W. A. Kempers	do	1,000 76	
112	A. H. Kinnear	do	1,000 75	
113	Denis Lyons.....	do	1,000 33	
114	R. Meston.....	do	1,000 75	
115	J. W. Morsell	do	1,000 75	
116	T. Murray	do	886 07	
117	W. A. Oakes	do	1,000 75	
118	F. H. Paine	do	1,000 75	
119	J. S. Powell.....	do	1,010 75	
120	J. J. Ryan.....	do	1,041 63	
121	M. Ryan	do	416 44	
122	J. Schultzbach	do	1,000 75	
123	M. Schlosser	do	942 00	
124	C. A. Stone	do	1,000 75	
125	A. J. Tilley	do	1,000 75	
126	E. Van Dyke.....	do	1,000 75	
127	E. Walters.....	do	1,000 75	
128	W. W. Warren.....	do	1,000 75	
129	G. A. Whitton	do	1,000 75	
130	C. A. Wimer	do	1,000 75	
131	C. Wilson.....	do	1,003 62	
132	J. Cashel.....	do	1,003 62	
133	E. Mayne.....	do	376 95	
134	R. F. De Grain.....	do	960 80	
135	D. L. Foster.....	do	985 58	
136	A. B. P. Palmer	do	831 32	
137	T. H. Breen.....	do	585 46	
138	J. R. M. Ash	do	486 19	
139	J. B. McLaughlin	do	492 31	
140	L. N. Jessmosky	do	76 28	
141	W. H. Farrington.....	do	418 15	
142	J. W. Mitchell	do	387 57	
143	C. E. Erbank.....	do	411 82	
144	H. S. Kirwan	do	257 53	
145	N. S. Eddy.....	do	241 71	
146	W. Calver	do	1,000 75	

The Chief Signal-Officer remarks that "enlisted men of the signal-service are detailable at any time from one duty to another at the central office, to duty at other stations in the interior or on the sea-coast, or for duty at Fort Whipple, Va. The duties of signal-service men at this Office are as follows, viz: Engaged on records and correspondence

of the signal-service, United States Army, with boards of trade, agricultural societies, co-operating observers, and relating to the building of telegraph-lines; orders, circulars, returns, muster-rolls, enlistments, descriptive lists, final statements, recruiting, &c.; preparing and examining signal, meteorological, and military-telegraph money and property papers and correspondence relating thereto, receiving and insuring all property pertaining thereto, repairing meteorological and telegraphic instruments, &c., preparing charts from meteorological data collected at the Office of the Chief Signal-Officer; printing, lithographing, and issuing signal-service weather-maps, bulletins, circulars, records, and reports; making, reporting, recording, and distributing signal-service observations and reports by telegraph and mail; comparison, issue, and care of signal-service instruments; compilation of signal-service reports and circulars; preservation and care of signal-service instruments and other property, &c."

WAR DEPARTMENT,
OFFICE OF THE CHIEF SIGNAL-OFFICER,
Washington, D. C., January 21, 1876.

SIR: In accordance with indorsement dated War Department, Adjutant-General's Office January 20, 1876, I have the honor to report that the list inclosed herewith exhibits the number and names of the enlisted men of the signal-service, United States Army, who have been employed at this Office at different times in the period from January 1, 1875, to December 31, 1875, with the pay and allowances received by them.

The duties of this, the central office of the service, and in constant communication with the numerous stations throughout the United States, to which the men are also detailed, are, in accordance with the acts providing for the signal-service, performed by enlisted men detached from Fort Whipple, Va.

Their pay, averaging for all compensation, including food, clothing, and costs of every description, \$88.66 per month, per man, is, while the men are of superior quality and education and admitted to the service only after rigid examination, less than that of any other class of enlisted men of the Army employed upon duties requiring equal attainments. The need of a more permanent organization, and to give them increased pay, has been constantly urged.

I am, sir, very respectfully, your obedient servant,

ALBERT J. MYER,

Brig. Gen., (Bvt. Ass'd,) Chief Signal-Officer of the Army.

The ADJUTANT-GENERAL,
War Department.

QUARTERMASTER-GENERAL M. C. MEIGS.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In response to a House resolution of the 25th ultimo, copies of the orders and instructions under which Quartermaster-General M. C. Meigs is traveling abroad.

FEBRUARY 1, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *January 27, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, as requested in House resolution of the 25th instant, copies of the orders and instructions under which Quartermaster-General Montgomery C. Meigs is acting during his absence from the United States.

WM. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT,
Washington City, May 11, 1875.

GENERAL: The President, recognizing your varied and distinguished services as an officer of engineers, and as Quartermaster-General during the most eventful period of the military history of the country, and desiring that your experience may be still further extended, and the results of your observations be embodied in a special report, directs that you be detached upon special service, with full pay and allowances, for the purpose of inspecting and reporting upon the organization of foreign armies.

It is expected that you will make the staff departments the special subject of your investigations, particularly the quartermaster's department, as it has been many years since that department has been represented by a commission abroad, while other corps have enjoyed this advantage.

You will embrace in your final report, not only the results of your observations in foreign armies, but that which may be of most value in

the reports of your own subordinates during the recent rebellion, and make such suggestions and recommendations as, in your judgment, will add to the efficiency of our own organization.

You will be allowed eighteen months for this purpose, from June 1, or such portion of that time as may be deemed necessary by you properly to perform this duty.

In order that there may be no obstacles placed in your way by foreign governments or officers in the pursuit of your inquiries, it may be well not to have the actual character of your mission publicly announced, but to proceed in an apparently private capacity, but this is left to your own discretion.

I am, General, very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

General M. C. MEIGS,

Quartermaster-General U. S. Army, Washington.

WAR DEPARTMENT,
Washington City, May 21, 1875.

GENERAL: In pursuance of the subject of my communication of May 11, 1875, the President directs that you proceed to Europe upon special service, in inspecting and reporting upon foreign armies. You will be allowed eighteen months for this purpose, beginning June 1. It is expected that you will make the staff departments the subject of your investigation, particularly the quartermaster's department, and make such suggestions and recommendations as in your judgment may be of value in adding to the efficiency of the United States Army.

During the absence on duty contemplated herein, you will receive the full pay and allowances of a brigadier-general, inclusive of fuel and quarters in kind, in quantity, at rates, and under regulations prevailing at this station for the time.

You will also receive actual expenses of all travel performed by you under this order, as provided in General Orders 69 and 112, Adjutant-General's Office, series of 1874, without the limitation of time to which charges of hotel-bills are subject under said orders; provided that no hotel-bills or other items of travel expenses shall be charged while sojourning at any point at which you may have hired quarters for the same time. Two dollars per day will be allowed as office expenses, to be paid from the appropriation for contingencies of the Army.

One aid-de-camp, to be by you selected, of suitable rank, is hereby ordered to accompany you during your absence, to receive full pay and allowances of an aid-de-camp of his grade, inclusive of fuel and quarters in kind and traveling expenses; all under the conditions above prescribed.

You are also authorized to employ one quartermaster's clerk, to accompany and aid you in the collection and preservation of papers, and in keeping accounts of expenditures. The clerk will receive two hundred dollars per month pay, and traveling expenses, to be paid by the Quartermaster's Department, as prescribed in General Orders 69 and 112, above cited, without limitation of time to which charges of hotel expenses are subject thereunder.

All payments contemplated under this order will be made in gold.

Those for the month of June, with which the present fiscal year terminates, inclusive of travel expenses to London, England, may be made here in advance upon the usual vouchers, the memorandum accompany-

ing the vouchers for travel expenses to set forth the *estimated* items thereof, and the certificate to be amended to show that the account is estimated.

The funds required for time subsequent to June 30 will be furnished to you in advance, in sums sufficient for six months at a time.

To this end you will submit proper estimates to the Pay and Quartermaster's Departments, which will thereupon draw their coin requisitions for the amounts called for, to be forwarded by them, in bills of exchange, for deposit to your credit with the banking-house of Seligman Brothers, in London.

The cost of exchange will be paid by the Quartermaster's Department, from the appropriation for Army contingencies.

You will account to the Departments named for the funds pertaining to each, rendering the returns and vouchers prescribed by their regulations for like receipts and disbursements.

Very respectfully,

WM. W. BELKNAP,
Secretary of War.

General M. C. MEIGS,
Quartermaster-General.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, May 28, 1875.

[Special Orders No. 104.—Extract.]

1. The President of the United States directs that the following orders be made:

Brigadier-General M. C. Meigs, Quartermaster-General, is assigned to special duty, according to his commission of major-general by brevet, under instructions from the Secretary of War, to take effect June 1, 1875.

* * * * *

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

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The information contained in this document is classified "Confidential - Security Information" because it contains information the unauthorized disclosure of which could result in the identification of sources, methods, or equipment used in the conduct of the national defense activities of the United States, or the disclosure of which could result in the identification of the personnel, plans, or operations of the United States, or the disclosure of which could result in the identification of the personnel, plans, or operations of the United States, or the disclosure of which could result in the identification of the personnel, plans, or operations of the United States.

CONFIDENTIAL - SECURITY INFORMATION

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DEPOSITS OF MONEY WITH ARMY PAYMASTERS.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

The petition of Colonel Andrews and other officers relative to legislation for making deposits of money with paymasters.

FEBRUARY 1, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *January 26, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, in connection with petition relating to the same subject transmitted December 31st last, petition of Col. George L. Andrews, Twenty-fifth Infantry, and others, for such legislation as will enable officers of the Army to make deposits with Army paymasters.

WM. W. BELKNAP,
Secretary of War.

FORT DAVIS, TEX., *December 17, 1875.*

To the honorable the SECRETARY OF WAR:

SIR: The undersigned respectfully request that at the next session of Congress you will procure such legislation as will enable officers of the Army to make deposits of money with Army paymasters, subject to the same restrictions and provisions as to interest, forfeiture, &c., as are now authorized for enlisted men, with the exception that officers be allowed to withdraw their deposits on the completion of each and every term of five years' service.

Such a law, it is believed, would enable officers having families, or others dependent upon them, to make much more certain provision for their heirs than is now possible with life-insurance companies, or in other commercial ventures.

Geo. L. Andrews, Colonel Twenty-fifth Infantry.

Cyrus N. Gray, Adjutant Twenty-fifth Infantry.

C. S. De Graw, Assistant Surgeon, U. S. A.

D. D. Van Valzah, Captain Twenty-fifth Infantry.

L. H. Carpenter, Captain Tenth Cavalry.

Gaines Lawson, Captain Twenty-fifth Infantry.

Edw. J. Stivers, First Lieutenant Twenty-fifth Infantry.

Harry Reade, Second Lieutenant Twenty-fifth Infantry.

With the exception that it may be withdrawn six months after original deposit:

M. L. Courtney, Captain Twenty-fifth Infantry.

James Pratt, First Lieutenant Twenty-fifth Infantry.

D. B. Wilson, First Lieutenant Twenty-fifth Infantry.

Wm. R. Harmon, First Lieutenant Tenth Cavalry.

Walter S. Scott, Second Lieutenant Twenty-fifth Infantry.

C. G. Ayres, Second Lieutenant Tenth Cavalry.

Geo. G. Mullins, Chaplain Twenty-fifth Infantry.

D. Schooley, Captain Twenty-fifth Infantry.

H. H. Landon, Second Lieutenant Twenty-fifth Infantry.

FORT MCPHERSON, NEB.

C. M. Meinhold, Captain Third U. S. Cavalry.

H. W. Wessells, jr., Captain Third U. S. Cavalry.

R. E. Whitman, First Lieutenant Third U. S. Cavalry.

John V. R. Hoff, Assistant Surgeon U. S. Army.

Geo. F. Chase, Second Lieutenant Third Cavalry, U. S. A.

NATCHITOCHES, LA.

J. A. Snyder, Captain Third Infantry.

L. W. Crampton, Assistant Surgeon U. S. Army.

D. A. Griffith, First Lieutenant Third Infantry.

[1st indorsement.]

HEADQUARTERS MILITARY DIVISION MISSOURI,
Chicago, January 3, 1876.

Respectfully forwarded to the Adjutant-General through headquarters of the Army.

P. H. SHERIDAN,
Lieutenant-General Commanding.

[2d indorsement.]

HEADQUARTERS OF THE ARMY,
Saint Louis, January 4, 1876.

Respectfully forwarded to the Secretary of War.

Approved.

W. T. SHERMAN,
General.

[3d indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
January 7, 1876.

Respectfully submitted to the Secretary of War, to whom similar petitions from officers at other posts were returned, with copy for Congress, on the 4th instant. It is probable others will be received from time to time.

E. D. TOWNSEND,
Adjutant-General.

RELINQUISHMENT OF CERTAIN LANDS TO THE CITY
AND COUNTY OF SAN FRANCISCO, CALIFORNIA.

L E T T E R

FROM

T H E S E C R E T A R Y O F W A R,

REPORTING,

For the information of the Committee on Military Affairs, that no objection exists to the passage of House bill No. 322.

FEBRUARY 1, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *January 26, 1875.*

The Secretary of War has the honor to report to the House of Representatives, for the information of the Committee on Military Affairs, that no objections appear to the passage of House bill No. 322. It relinquishes to the city and county of San Francisco a strip, about eighty feet wide, of the Presidio military reservation, to the westward of the triangular gore of land heretofore repeatedly recommended to be relinquished by this Department, (see Ex. Doc. 55, Senate, 43d Congress, 1st session,) which strip, however, is to be devoted to the continuation of Lyon street to the bay, or salt-water, the western side of Lyon street to form hereafter the eastern boundary of the said reservation.

The map, accompanying the request of the committee for the information, is herewith returned.

WM. W. BELKNAP,
Secretary of War.

THE SECRETARY OF WAR
WASHINGTON, D. C.
JANUARY 1, 1917

TO THE SECRETARY OF WAR
FROM THE SECRETARY OF WAR
JANUARY 1, 1917

THE SECRETARY OF WAR

THE SECRETARY OF WAR
WASHINGTON, D. C.
JANUARY 1, 1917

THE SECRETARY OF WAR
WASHINGTON, D. C.
JANUARY 1, 1917

THE SECRETARY OF WAR
WASHINGTON, D. C.
JANUARY 1, 1917

THE SECRETARY OF WAR
WASHINGTON, D. C.
JANUARY 1, 1917

UNITED STATES PROPERTY AT HARPER'S FERRY.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

A statement of the sale of the United States property at Harper's Ferry, Va., in November and December, 1869.

FEBRUARY 1, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *January 22, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, for the information of the Committee on Military Affairs, in response to letter from said committee of the 19th instant, transmitting, for his views, a copy of House resolution of the 6th instant regarding the sale of the Government property at Harper's Ferry, that the property at Harper's Ferry sold on the 30th of November and on the 1st of December, 1869, consisted of—

1st. The water-power of the Potomac River, and the water-power of the Shenandoah River, sold to F. C. Adams for \$206,000.

2d. Ferry across Shenandoah, with lands attached, \$1,790.

3d. Perpetual right to cut wood from a mountain-tract adjacent, \$3,600.

4th. Right to dig iron-ore from "Friends' Ore-Bank," \$13,100.

5th. Over two hundred and forty large and small lots in the town of Harper's Ferry, aggregating \$73,303.50. Some of these small purchases have been settled for with the United States, but they have been very few in number and small in amounts.

No payments whatever have been made by the purchasers of items Nos. 1, 2, 3, and 4, as above.

The case of F. C. Adams (item No. 1) was put in the hands of the Department of Justice, in July, 1872, to enforce payment, he being the largest purchaser, and the character of the purchase itself exercising an overshadowing influence over all the other purchasers at the sale. The history of the case in the hands of the Department of Justice, so far as is known to this Department, is to be found in Senate Report No. 556, Forty-third Congress, second session. It is not known to the Secretary of War what are the terms of the decree under which the special commissioners are to act as referred to in the resolution of January 6, 1876,

but it is presumably a decree that affects the sale which was made to F. C. Adams only, viz, the item No. 1 in the above list.

The repurchase, therefore, by the United States of item No. 1, would leave all the other items above to be adjusted either by suits to enforce payment in each case, or by the United States summarily canceling the sales and releasing the bonds of purchasers, thereby retaking possession of all that was attempted to be sold in 1869, except only such property as has been paid for by the small purchasers and deeds therefor issued by the Government. The whole property was sold *entirely upon credit*, no money being exacted at the time of sale. This was the specific direction of Congress authorizing the sale. The limitation of credit of two years from day of sale has now expired, and four years additional have elapsed without any efforts on the part of the *principal* purchasers and their bondsmen to pay their purchase-money.

The feasibility of canceling *all sales* (except the F. C. Adams sale) which have not been completed, nor deeds issued, at this time, is one proposition which should not be overlooked by the Committee on Military Affairs in any consideration of the Harper's Ferry matter. The details of such proceedings should be definitely fixed by Congress.

The repurchase by the United States of the F. C. Adams purchase is another proposition which should be considered in connection with the proposition of re-establishing a "National Armory" at Harper's Ferry.

The workshops at Harper's Ferry were destroyed during the war, and in 1864 Congress authorized the construction of an arsenal and armory at Rock Island, Ill., which was designed to take the place of that at Harper's Ferry. The sale of the lands and tenements at the latter place was recommended to Congress in 1866, 1867, and 1868, and was finally authorized by the act of December 15, 1868.

WM. W. BELKNAP.

Secretary of War.

SALE OF PIKESVILLE ARSENAL, MARYLAND.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

A draught of a bill for the sale of Pikesville arsenal, Maryland.

FEBRUARY 1, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *January 27, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives draught of a bill for the sale of the Pikesville arsenal, Maryland.

For the reasons stated in accompanying letter from the Chief of Ordnance, the passage of the bill is respectfully recommended.

WM. W. BELKNAP,
Secretary of War.

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, January 22, 1876.

SIR: I have the honor to inclose draught of bill for the sale of the Pikesville arsenal, Maryland, with the recommendation that it be favorably considered and transmitted to the Military Committee of the House of Representatives for action.

The Pikesville arsenal has been of little value to the United States for many years. It covers only fifteen (15) acres of ground, which, with the buildings, cost the United States about thirty thousand (\$30,000) dollars. It is now an expense to keep the buildings in repair, and its sale has been frequently recommended by this Office and the War Department.

Very respectfully, your obedient servant,

S. V. BENÉT,
Brigadier-General, Chief of Ordnance.

To the honorable the SECRETARY OF WAR.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War be, and he is hereby, authorized and directed to sell, in whole or in such subdivisions as shall, in his opinion, secure the greatest amount of money, either by public auction or by inviting proposals for the purchase thereof, and in either case to the highest responsible bidder, certain lands and tenements in the county of Baltimore, State of Maryland, belonging to the United States, now used for arsenal purposes, and known as the Pikesville arsenal.

SEC. 2. That it shall be the duty of the Secretary of War to appoint a board of three Army officers, which board shall appraise the whole or the several subdivisions of said lands, as the case may be, and the buildings thereon, before the same is offered for sale; and no sale of any portion thereof shall be made at a price less than two-thirds of the value as appraised by said board.

SEC. 3. That no sale shall be made under this act until the time, terms, place, and mode thereof shall have been published in one of the principal newspapers in the city of Washington, in one of the principal papers published at the capital of the State, and in two papers published in the county in which the arsenal is situated, for the space of _____ days prior to the sale.

SEC. 4. That the Secretary of War is authorized to withdraw any portion of said property from sale if, in his judgment, the highest responsible bid offered for such portion is insufficient or unsatisfactory. And he is further authorized, if the whole or any portion of said property be so withdrawn, to again offer the whole or such portion, as the case may be, either at public auction or by inviting proposals, after six days' consecutive notice, fifteen days before the day of sale, in the same newspapers in which it was originally advertised.

SEC. 5. That the terms of payment for the property above directed to be sold shall be in all cases, at the option of the successful bidder, either all cash or not less than one-fourth cash and the remaining three-fourths payable on a credit of not exceeding one, two, and three years respectively, with interest at six per centum per annum, secured by bond and surety from the purchaser or purchasers; and the Secretary of War is empowered and required, on receiving the purchase-money in full, to execute the necessary deeds of said property to the purchaser or purchasers thereof, conveying all the right, title, and interest of the United States therein.

SEC. 6. That the proceeds of said sale, after paying the necessary expenses thereof, shall, upon receipt of the same, be paid by the Secretary of War into the Treasury.

SHIP-CHANNEL BETWEEN MOUTH OF SAN JACINTO RIVER
AND BOLIVAR CHANNEL, IN GALVESTON BAY, TEX.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A report of the Chief of Engineers on the improvement of the ship-channel
between mouth of San Jacinto River and Bolivar Channel, Galveston
Harbor.*

FEBRUARY 1, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT, *January 28, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives report of the Chief of Engineers and copy of the report of Captain C. W. Howell, of the Corps of Engineers, on the improvement of the ship-channel between the mouth of San Jacinto River and Bolivar Channel, in Galveston Bay, Texas, for which no estimate was made in the annual report of the Chief of Engineers, the work having just been contracted for, and it being deemed advisable to await its progress, in order to obtain reliable data upon which to base further estimates.

Captain Howell recommends that the excavation of that portion of the channel between Bolivar Channel and Red Fish Bar, estimated to cost \$256,342, be provided for this year.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 25, 1876.

SIR: Referring to the last annual report from this Office, at page 79 it will be observed that no estimate was submitted for continuing the "Improvement of the ship-channel between the mouth of San Jacinto River and Bolivar Channel, in Galveston Bay, Texas," the reason for the omission being that the work had just been contracted for, and it was deemed advisable to await its progress in order to obtain reliable data upon which to base further estimates.

I have now respectfully to submit the inclosed copy of a letter of the 17th instant, from Captain C. W. Howell, Corps of Engineers, the officer

in charge of the work, which contains the following estimates for the completion of the work :

Estimates from Bolivar Channel to the cut through Red Fish Bar :

For channel 12 feet deep and 150 feet wide at bottom ,	\$193,714 75
For channel 12 feet deep and 200 feet wide at bottom	256,342 00

Estimate for the channel from the cut through Red Fish Bar to the cut through Morgan's Point :

For a channel 12 feet deep and 150 feet wide at bottom	\$306,379 50
For a channel 12 feet deep and 200 feet wide at bottom	402,016 00

These estimates differ from those given in the report of this officer, made April 14, 1871, in the amount of material to be excavated, arising from the change in the location of the channel, and in the price per cubic yard, which is now given at 25 instead of 50 cents, the former being in accordance with the terms of the existing contract.

Captain Howell expresses the opinion that if the work is prosecuted to completion, it will, without doubt, benefit the commerce of an important section of the country.

The portion of the work completed at the date of his report had not been injured by the storm and currents to which it had been exposed, from which it may be reasonably inferred that the cut, when made, will be comparatively permanent.

Captain Howell recommends that the excavation of that portion of the channel between Bolivar Channel and Red Fish Bar, estimated to cost \$256,342, be provided for this year.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,

Brigadier-General, and Chief of Engineers.

Hon. WM. W. BELKNAP,

Secretary of War.

UNITED STATES ENGINEER OFFICE,

New Orleans, La., January 17, 1876.

GENERAL: In my last annual report on the work of dredging a ship-channel through Galveston Bay, Texas, to connect Bolivar Channel with the cut through Morgan's Point, I did not submit either recommendation for continuance of the work, or estimates for its completion.

The work had just been put out at contract at figures much below those given in my estimate of April 14, 1871, (see report of Chief of Engineers for 1871,) and it was thought advisable to watch its progress for some months, that further estimates might be based on the results obtained.

The following estimates for completion of the work are now submitted :

Estimate from Bolivar Channel to the cut through Red Fish Bar.

For channel 12 feet deep and 150 feet wide at bottom : number of cubic yards to be excavated, 774,859, which, at 25 cents per cubic yard, will cost \$193,714.75.

For a channel 12 feet deep and 200 feet wide at bottom : number of cubic yards to be excavated, 1,025,368 ; cost, at 25 cents per cubic yard, \$256,342.

Estimate for the channel from the cut through Red Fish Bar to the cut through Morgan's Point :

For a channel 12 feet deep and 150 feet wide at bottom, 1,225,518 cubic yards, at 25 cents per cubic yard, \$306,379.50.

For a channel 12 feet deep and 200 feet wide at bottom, 1,608,064 cubic yards, at 25 cents per cubic yard, \$402,016.

These estimates differ from those given in my report of April 14, 1871:

1st. In amount of excavation, for the reasons that the location of the channel has been changed and allowance has been made for work that will be done under the present contract. No allowance has been made for work done near Morgan's Point by the Buffalo Bayou and Ship-Channel Company.

2d. The cost of excavation is placed at 25 cents per cubic yard, instead of 50 cents, it now being evident that the work should not cost more.

The work is one which, if carried to completion, will no doubt greatly benefit the commerce of an important section of the country; this I have represented in previous reports.

That portion of the work completed to date has not been injured by the storms and currents to which it has been exposed, and it is now fair to infer that an open cut through the whole length of the bay will stand as well.

Of this I entertained some doubt before the commencement of the work.

I am now informed that a number of steam-vessels are held in readiness to make use of the channel as soon as it is completed. This fact, which, previous to the date of my last report, was not so evident as now, taken in connection with the commercial importance of the work, justifies a recommendation for the early completion of the work.

I have, therefore, the honor to recommend the completion of a channel from Bolivar Channel to the cut through Morgan's Point, 200 feet in width and 12 feet in depth.

It is further recommended that the excavation of that portion between Bolivar Channel and Red Fish Bar, estimated to cost \$256,342, be provided for this year.

Very respectfully, your obedient servant,

C. W. HOWELL,
Captain of Engineers, U. S. A.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A., Washington, D. C.

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CONSTRUCTION OF EIGHT STEAM VESSELS OF WAR.

LETTER

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING,

In response to a resolution of inquiry of the 5th January, a communication from the chief of the Bureau of Construction and Repair relative to the cost of construction of eight steam vessels of war.

FEBRUARY 1, 1876.—Referred to the Committee on Naval Affairs and ordered to be printed.

NAVY DEPARTMENT,
Washington, January 26, 1876.

SIR : I have the honor to acknowledge the receipt of the resolution of the House passed on the 5th instant, requesting the Secretary of the Navy, "if not incompatible with the public interest, to inform the House of Representatives whether the eight steam vessels of war authorized by the act of February 10, 1873, have been constructed; and, if so, what has been the cost of the construction of each of said vessels, and the aggregate cost of the same," and in compliance therewith to transmit the accompanying communication from the chief of the Bureau of Construction and Repair, dated this day, which gives the desired information.

Very respectfully, &c.,

GEO. M. ROBESON,
Secretary of the Navy.

Hon. M. C. KERR,
Speaker of the House of Representatives.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
January 26, 1876.

SIR : In obedience to a resolution of the House of Representatives dated January 5, 1876, (Forty-fourth Congress, first session,) asking for information with regard to the cost of building eight steam vessels

2 CONSTRUCTION OF EIGHT STEAM VESSELS OF WAR.

of war authorized by the act of February 10, 1873, I have the honor to report as follows :

Name.	Tons.	Cost.	Remarks.
Adams	615	\$331,509 72	Built by contract, including materials and labor, machinery, spars, boats, furniture and outfits, excluding rigging and live-oak frame furnished by Government. Nearly ready for sea.
Enterprise.....	615	306,205 01	Built by contract, including machinery, spars, boats, furniture, and outfits. Materials furnished by Government. Requiring outfits to be ready.
Essex.....	615	321,906 52	Built by the Government and finished by contract; materials furnished by Government, including machinery, spars, boats, outfits, &c. Nearly completed.
Alliance	615	389,689 94	Less materials on hand. Built by the Government, including machinery, spars, boats, furniture, and outfits, except rigging. Ready for officers.
Ranger	541	294,126 69	Iron vessel, built by contract, including machinery, boats, spars, furniture, and outfits, except rigging. Requiring outfits.
Huron.....	541	307,024 54	Same as the Ranger. In commission.
Alert.....	541	307,139 13	Same as the Ranger. In commission.
Trenton	2,343	801,499 84	Hull built by the Government, less materials on hand, and including machinery. Receiving machinery.
Total.....	6,426	3,062,101 39	

This does not include the timber and materials on hand at the date of the appropriation, not contemplated in the amount estimated for their construction, and supplied by the Bureau of Construction and Repair.

I am, sir, very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Hon. GEO. M. ROBESON,
Secretary of the Navy.

DEPOSITS OF MONEY WITH ARMY PAYMASTERS.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

A petition of Blair D. Taylor et al. for legislation to enable Army officers to make deposits of money with paymasters.

FEBRUARY 1, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *January 26, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, in connection with petition relating to the same subject, transmitted December 31 last, petition of Blair D. Taylor, assistant surgeon, United States Army, and others, for such legislation as will enable officers of the Army to make deposits of money with Army paymasters.

WM. W. BELKNAP,
Secretary of War.

To the honorable the Secretary of War :

SIR: The undersigned respectfully request that at the next session of Congress you will procure such legislation as will enable officers of the Army to make deposits of money with Army paymasters, subject to the same restrictions and provisions as to interest, forfeiture, &c., as are now authorized for enlisted men, with the single exception that officers be allowed to withdraw their deposits on the completion of each and every term of five years' service.

Such a law, it is believed, would enable officers having families, or others dependent upon them, to make much more certain provision for their heirs than is now possible with life-insurance companies, or in other commercial ventures.

F. M. GIBSON,
First Lieutenant Seventh Cavalry.

JAMES BRENNAN,
Second Lieutenant Seventeenth Infantry.

BLAIR D. TAYLOR,
Assistant Surgeon, United States Army.

CHARLES C. DERUDIO,
Second Lieutenant Seventh Cavalry.

J. W. SCULLY,
Assistant Quartermaster, United States Army.

FORT RICE, DAK., *December 26, 1875.*

I am of the opinion that it would be well enough to have legislation in regard to authorizing officers to deposit with the paymasters, but not under the same restrictions with enlisted men as regards withdrawal or forfeiture. An officer (or enlisted man) can now deposit his spare means in first-class banks for the period of six months, and obtain thereon 6 per cent. per annum. I see no reason why the Government should do less. The frequent changes of stations to which officers are liable, particularly in the cavalry service, often renders it imperative that they shall have ready money, which they could readily obtain on their deposit-check were it not liable to forfeiture, or for a comparatively short period, but few banks would advance on a deposit that could not be realized from in less than five years.

With such and other beneficial alterations that may be made in this circular, I go for it.

F. W. BENTEEN,
Captain Seventh Cavalry, Commanding Post.

[First indorsement.]

HEADQUARTERS MILITARY DIVISION MISSOURI,
Chicago, January 14, 1876.

Respectfully forwarded through headquarters of the Army.
In absence of the Lieutenant-General.

R. C. DRUM,
Assistant Adjutant-General.

[Second indorsement.]

HEADQUARTERS OF THE ARMY,
Saint Louis, January 17, 1876.

Respectfully forwarded to the Adjutant-General.
By command of General Sherman.

WM. D. WHIPPLE,
Assistant Adjutant-General.

[Third indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
January 20, 1876.

Respectfully submitted to the Secretary of War, in connection with similar petitions submitted January 7, 1876.

E. D. TOWNSEND,
Adjutant-General.

○
J. M. GIBSON,
First Lieutenant, Seventh Cavalry.

JAMES BRENNAN,
Second Lieutenant, Seventh Cavalry.

BLAIR D. TAYLOR,
Assistant Surgeon, United States Army.

CHARLES C. DEER HILL,
Second Lieutenant, Seventh Cavalry.

J. W. STELLY,
Adjutant, Quartermaster, Cavalry, Fort Rice, Dak.

TRANSFER OF CERTAIN INDIAN TRUST-FUNDS.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

RETURNING,

With his objections, the bill (H. R. 1561) for transferring the custody of certain Indian trust-funds from the Secretary of the Interior to the Treasurer of the United States.

FEBRUARY 3, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

To the House of Representatives:

I have the honor to return herewith, without my approval, House bill No. 1561, entitled "An act transferring the custody of certain Indian trust-funds from the Secretary of the Interior to the Treasurer of the United States," for the reasons set forth in the accompanying communication from the Secretary of the Interior.

U. S. GRANT.

EXECUTIVE MANSION,
February 3, 1876.

DEPARTMENT OF THE INTERIOR,
Washington, February 2, 1876.

SIR: I acknowledge the receipt of your communication of the 29th ultimo transmitting House bill No. 1561, and requesting this Department to report whether any objections to its becoming a law are known to exist.

In reply, I have the honor to state that I am fearful that the act is not sufficiently definite in terms to accomplish the end desired, namely, the mere transfer of the custody of said trust-funds, enabling this Department to receive the interest from the custodian and apply it as heretofore without the intervention of Congress. The nature of the guardianship and control over the Indians, exercised by me as Secretary and trustee, is such as to require this Department to keep an account of the funds to their credit or held in trust for them, and to receive the interest on their trust-funds promptly when due. I am fearful that this bill may not allow me to do so, and to guard against any danger of em-

barrassment in the transaction of this business, I inclose a draught of a bill which, if substituted for the one already passed, will, it is believed, obviate the difficulties which may arise if the present bill should become a law.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The PRESIDENT.

AN ACT transferring the custody of certain Indian trust-funds from the Secretary of the Interior to the Treasurer of the United States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That all stocks, bonds, or other securities or evidences of indebtedness now held by the Secretary of the Interior in trust for the benefit of certain Indian tribes, shall, within thirty days from the passage of this act, be transferred to the Treasurer of the United States, who shall become the custodian thereof; and it shall be the duty of said Treasurer to collect all interest falling due on said bonds, stocks, &c., and deposit the same in the Treasury of the United States, and to issue certificates of deposit therefor, in favor of the Secretary of the Interior, as trustee for various Indian tribes. And the Treasurer of the United States shall also become the custodian of all bonds and stocks which may be purchased for the benefit of any Indian tribe or tribes after the transfer of funds herein authorized, and shall make all purchases and sales of bonds and stocks authorized by treaty stipulations or by acts of Congress, when requested so to do by the Secretary of the Interior: *Provided*, That nothing in this act shall in any manner impair or affect the supervisory and appellate powers and duties in regard to Indian affairs which may now be vested in the Secretary of the Interior as trustee for various Indian tribes, except as to the custody of said bonds and the collection of interest thereon as hereinbefore mentioned.

WINNEBAGO AND POTTAWATOMIE INDIANS IN WIS-
CONSIN.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

IN ANSWER TO

A resolution of the House of Representatives of January 6, 1876, transmitting a statement of the disbursements from the appropriation for the care of stray bands of Winnebagoes and Pottawatomies in Wisconsin prior to 1871.

FEBRUARY 1, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., January 17, 1876.

SIR: In accordance with a resolution of the House of Representatives, under date of 6th instant, requiring information from this Department relative to the disposition of certain funds appropriated for the Pottawatomie and Winnebago Indians in Wisconsin, I transmit herewith, for your information, a copy of a report, dated the 14th instant, from the Commissioner of Indian Affairs, together with the statement therein referred to.

I have the honor to be, very respectfully, your obedient servant,
Z. CHANDLER,
Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 14, 1876.

SIR: I have the honor to acknowledge the receipt, by reference from the Department, of resolution of the House of Representatives of the 6th instant, referring to the provisions of the act approved June 25, 1864, (13 Stat., 172,) wherein it was provided that the proportion of the annuities to which certain stray bands of Winnebago and Pottawatomie Indians, then residing in the State of Wisconsin, would be entitled if they were settled upon their reservations with their respective tribes, should be retained in the Treasury to their credit from year to year, to be paid to them when they shall unite with their said tribes, or to be used by the Secretary in defraying the expenses of their removal, or in settling and subsisting them on any other reservation which may here-

after be provided for them; also referring to the appropriation of funds to enable the Secretary of the Interior to take charge of said stray bands, and to the decision of the said Secretary that, under the laws of the United States, the said stray bands of Indians are entitled to their just proportion of the tribal funds, and that the same should be paid to them; also, that under the provisions of the act of March 3, 1875, which provides that any Indian may abandon his tribal relations, take up a homestead, and yet be entitled to a share in tribal funds, a large number of said stray bands of Indians have renounced their tribal relations, made and filed in the proper court declaration of intention to become citizens of the United States, and taken up and settled upon homesteads on the public lands in the State of Wisconsin, and are greatly in need of any funds remaining in the Treasury to which they are or may be entitled; and calling upon the Secretary of the Interior to report to said House of Representatives—

First. What amount of annuities or tribal funds said stray bands of Winnebago Indians would have been entitled to if they had been living with their tribe, and what sum or sums of said annuities or tribal funds have been retained in the Treasury from year to year and placed to their credit.

Second. If any part thereof has been expended, under what authority and for what purpose, and the amount thereof, giving the same in detail; the amount expended in taking care of said stray bands of Indians in Wisconsin since the passage of said act, and prior to the year 1871; how expended, to whom paid, giving details thereof.

In reply to that portion of said resolution calling for information as to what amount of annuities said stray bands of Winnebagoes in Wisconsin would have been entitled to if they had been living with their tribe, I have the honor to make the following statement, viz:

Annuities appropriated in 1864.....	\$54,250 00
Annuities appropriated in 1865.....	54,250 00
Annuities appropriated in 1866.....	54,250 00
Annuities appropriated in 1867.....	54,250 00
Annuities appropriated in 1868.....	54,250 00
Annuities appropriated in 1869.....	54,250 00
Annuities appropriated in 1870.....	54,250 00
Annuities appropriated in 1871.....	57,535 43
Annuities appropriated in 1872.....	52,031 84
Annuities appropriated in 1873.....	47,031 84
Annuities appropriated in 1874.....	57,031 84
Annuities appropriated in 1875.....	47,931 83

Total annuities appropriated since act June 25, 1864..... 641,312 78

The Winnebagoes in Minnesota numbered, according to the last census of said tribe, fifteen hundred and thirty-one persons; and it is estimated that there were about one thousand of said Indians in the State of Wisconsin, making the total of the tribe twenty-five hundred and thirty-one. On this basis the stray bands of said Indians in Wisconsin would be entitled to $\frac{1000}{2531}$ of the annuities appropriated for the benefit of the tribe since the act of 1864, viz, \$641,312.48, as before stated = \$253,383.12.

No portion of this amount has been retained in the Treasury to the credit of the stray bands, it not appearing that any action with that view was ever taken by either the Indian Office or the Department to carry out the provisions of the act of 1864 in that respect.

I transmit herewith, in compliance with the said resolution, a statement of the amount expended in taking care of said stray bands of

Indians in Wisconsin since the passage of the act of 1864 and prior to 1871.

In the latter part of 1873, and early in 1874, about eight hundred and sixty of the Wisconsin Winnebagoes were removed to the reservation of the tribe in Nebraska. Of the Indians thus removed, only two hundred and four remained at the agency, the remainder having left the reservation, and it is supposed gone back to Wisconsin.

These latter persons were, during their stay on the reservation, cared for and subsisted out of Winnebago funds arising under treaty, and those of the number removed and who remained at the agency have received their proportion of the tribal funds either in goods or otherwise.

The amount of funds expended in the care and support of those of the Wisconsin Winnebagoes who removed to Nebraska and remained, as well as those who were there for a short period and then returned to Wisconsin, cannot now be stated; but investigation of the case will be made through Superintendent Barclay White, and upon the receipt of his report in the matter the same will be made the subject of further communication for the information of Congress.

Although the act of 1864, which requires the retention of the proportion of the Winnebago tribal annuities belonging to those members of the tribe in Wisconsin, has been overlooked or disregarded, the provisions thereof are considered obligatory; and the proportion due to the said Indians of the appropriation for the present fiscal year will be retained in the Treasury, subject to the will of Congress.

The resolution referred is herewith returned.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

Statement of disbursements from appropriation for the care of stray bands of Winnebagoes and Pottawatomies in Wisconsin prior to 1871.

Date.	By whom paid.	To whom paid.	Amount.	For what purpose.
1864.				
Sept. 29	O. H. Lamoreaux..	O. H. Lamoreaux.....	\$44 00	Traveling expenses.
Oct. 30	do	do	32 00	Do.
Nov. 1	do	do	7 80	Do.
2	do	do	2 25	Do.
3	do	do	6 50	Do.
3	do	Milwaukee Sentinel ..	17 50	Blank vouchers.
3	do	B. Shorp	27 50	Buffalo-ropes for use of agent.
3	do	J. L. Davis & Co.....	1,011 20	Clothing, &c., for Indians.
4	do	J. Montgomery	400 00	Two horses for agency purposes.
4	do	O. H. Lamoreaux.....	1 50	Traveling expenses.
5	do	Henry Yorton	10 00	Do.
5	do	A. D. Allis	125 00	Wagon for agency.
6	do	O. H. Lamoreaux.....	5 45	Traveling expenses.
8	do	do	3 50	Do.
9	do	George Yorton.....	14 50	Freight on goods.
11	do	G. P. Hebard.....	2 00	Express charges on blank vouchers.
12	do	H. D. McCulloch	2 00	Stationery.
12	do	J. O. Raymond	50 00	Harness.
12	do	William Walton.....	893 00	Flour and pork for Indians.
12	do	Peter Shensett.....	30 00	Services and expenses as interpreter.
14	do	O. H. Lamoreaux.....	33 25	Traveling expenses.
16	do	A. Balch	15 00	Bread.
27	do	William A. Rosier	12 00	Traveling expenses.
28	do	M. Wiley	5 00	Do.
28	do	O. A. Hall	202 50	Oats and hay.
29	do	M. O'Kafe	4 00	Shoeing horses.

4 WINNEBAGO AND POTTAWATOMIE INDIANS IN WISCONSIN.

Disbursements from appropriation for care of Winnebagoes and Pottawatomies, &c.—Cont'd.

Date.	By whom paid.	To whom paid.	Amount.	For what purpose.
1864.				
Dec. 17	O. H. Lamoreaux..	David Derby.....	\$60 00	Sleigh for agency.
19	do	David Fitch.....	10 00	Traveling expenses.
19	do	E. Metcalf.....	2 00	Do.
21	do	T. C. Stearns.....	1 00	Do.
22	do	George H. Dunsmore..	3 00	Do.
23	do	George Hiles.....	50 00	Services—runner to Indians.
23	do	John Turner.....	6 00	Traveling expenses.
23	do	George Hiles.....	15 00	Do.
23	do	O. H. Lamoreaux.....	1 50	Do.
24	do	R. H. Grace.....	15 60	Do.
26	do	John B. Dubey.....	221 00	Services and expenses as interpreter.
27	do	R. B. Dunton.....	21 00	Services.
1865.				
Jan. 1	do	Harvey Bench.....	5 00	Traveling expenses.
3	do	Rice & Andrews.....	2 50	Do.
4	do	O. H. Lamoreaux.....	8 00	Do.
5	do	L. Wright.....	1 00	Do.
5	do	M. P. Love.....	3 00	Do.
5	do	G. W. Ellis.....	5 00	Do.
6	do	G. H. Morgan.....	12 00	Horse-blankets, 1 pair.
12	do	J. W. Bedell.....	3 00	Shoeing horses and repair of sleigh.
13	do	J. L. Myers.....	60 00	Three tons hay.
15	do	L. Wright.....	2 50	Traveling expenses.
16	do	M. P. Love.....	6 50	Do.
17	do	W. S. Turner.....	9 75	Do.
21	do	D. Naber, jr.....	851 97	Calico, tobacco, subsistence, &c.
24	do	Henry Yorton.....	35 00	Traveling expenses.
25	do	W. L. Vincent.....	3 00	Do.
26	do	Fargo & Turner.....	6 25	Do.
26	do	Hugh Brawley.....	4 00	Do.
27	do	O. F. Olmstead.....	6 00	Do.
Feb. 7	do	O. H. Lamoreaux.....	23 00	Do.
Mar. 6	do	A. S. McDill.....	34 00	Do.
17	do	O. H. Lamoreaux.....	9 80	Do.
17	do	William R. Darke.....	7 00	Do.
18	do	J. Searles.....	1 00	Do.
19	do	T. S. Edison.....	10 50	Do.
25	do	David Derby.....	25 00	Office-furniture.
28	do	O. H. Lamoreaux.....	22 25	Traveling expenses.
Apr. 3	do	McDill & Bro.....	1,955 25	Dry-goods for Indians.
18	do	O. H. Lamoreaux.....	52 75	Traveling expenses.
18	do	R. H. Crace.....	1,579 00	Dry-goods, &c., for Indians.
19	do	C. C. Myers.....	60 00	Hay.
20	do	G. L. Wilmot.....	56 00	Oats.
May 9	do	O. H. Lamoreaux.....	50 25	Traveling expenses.
24	do	A. R. Gray.....	3 00	Do.
25	do	John Gingson.....	3 50	Do.
25	do	F. H. Blood.....	1 50	Do.
26	do	E. D. Green.....	3 50	Do.
26	do	M. Kittenholen.....	2 40	Do.
27	do	Casper Fleisohar.....	4 00	Do.
27	do	N. J. Gilbert.....	2 00	Do.
28	do	Jacob H. Jacksmann..	4 00	Do.
30	do	Schmidt & Dreger.....	99 00	Clothing for Indians.
30	do	Henry Yorton.....	21 50	Traveling expenses.
30	do	D. Naber, jr.....	342 50	Provision and clothing for Indians.
31	do	G. E. Little.....	4 50	Traveling expenses.
June 1	do	Buyea & Yorton.....	5 25	Do.
1	do	M. P. Love.....	1 50	Do.
2	do	Henry Briggs.....	4 00	Do.
2	do	O. H. Lamoreaux.....	7 30	Do.
2	do	H. C. Russell.....	27 00	Services collecting Indians.
7	do	J. G. Ingersoll.....	2 50	Advertising for supplies.
8	do	C. Shekel.....	18 40	Oats.
30	do	John R. Haladay.....	75 00	Office-rent.
30	do	F. R. Walker.....	25 00	Stationery and postage-stamps.
30	do	J. B. Winslow.....	22 50	Oats.
30	do	J. W. Bedell.....	25 00	Blacksmithing for agency and Indians
July 1	do	John R. Haladay.....	850 22	Provisions and clothing for Indians.
8	do	O. H. Lamoreaux.....	6 50	Traveling expenses.
Aug. 12	do	do	53 20	Do.
Sept. 30	do	do	25 00	Do.
Oct. 14	do	O. A. Hall.....	25 00	Hay and oats.
19	do	John Wakely.....	12 00	Traveling expenses.
Dec. 31	do	John W. Bedell.....	14 51	Blacksmithing.
31	do	John R. Haladay.....	50 00	Office-rent.
1866.				
Feb. 3	do	O. A. Hall.....	24 00	Hay.
8	do	J. Turner.....	6 00	Traveling expenses.
8	do	G. S. Brown.....	2 00	Do.
9	do	J. J. Clinton.....	7 00	Do.

WINNEBAGO AND POTTAWATOMIE INDIANS IN WISCONSIN. 5

Disbursements from appropriation for care of Winnebagoes and Pottawatomies, &c.—Cont'd.

Date.	By whom paid.	To whom paid.	Amount.	For what purpose.
1866.				
Feb. 10	O. H. Lamoreaux.	Robert Watson	\$28 00	Oats.
Mar. 31	do	J. W. Bedell	17 23	Blacksmithing.
31	do	John R. Haladay	25 00	Office-rent.
Apr. 25	do	J. Youmans	54 00	Oats and hay.
June 4	do	J. R. Haladay	4 00	Traveling expenses.
5	do	E. E. Smith	1 50	Do.
6	do	Steamer Tigress	2 50	Do.
6	do	O. H. Lamoreaux	1 25	Do.
9	do	N. A. Hawks	10 00	Do.
9	do	M. & St. Paul Railroad	4 00	Do.
10	do	Bridgeman & King	1 50	Do.
12	do	Wisconsin Stage Co ..	5 00	Do.
13	do	Ira Coon	3 50	Do.
16	do	A. S. McDill	2, 494 00	Provisions, &c., and for clothing.
26	do	B. Baker	10 00	Traveling expenses.
27	do	J. F. Williams	5 00	Do.
28	do	J. S. Mason	4 00	Do.
28	do	L. S. Fisher	10 00	Do.
29	do	William McDava	12 00	Do.
29	do	J. D. Searles	1 50	Do.
30	do	J. H. Hamilton	8 00	Do.
30	do	A. L. Gross	1 50	Do.
30	do	O. H. Lamoreaux	12 00	Do.
30	do	J. R. Haladay	25 00	Office-rent.
30	do	John W. Bedell	11 13	Blacksmithing.
30	do	O. H. Lamoreaux	2 00	Postage-stamps.
July 23	do	do	1 25	Traveling expenses.
24	do	A. E. Smith	2 75	Do.
26	do	R. E. Maney	9 00	Services in collecting Indians.
27	do	P. C. Bailey	12 00	Traveling expenses.
28	do	John B. Dudley	15 00	Interpreter.
Aug. 10	do	B. F. Hall	43 00	Oats and hay.
Sept. 20	do	A. O. Brown	1, 237 94	Provisions and clothing for Indians.
20	do	David Durby	15 00	Repairing wagon.
20	do	John B. Durby	9 00	Interpreter.
20	do	O. H. Bigelow	7 00	Repairing wagon-springs.
20	do	John W. Bedell	15 50	Blacksmithing.
24	do	R. B. Dunton	31 25	Repairing Indian guns.
30	do	John R. Haladay	25 00	Office-rent.
30	do	H. Rice	50 00	Pasturing Indian ponies.
Oct. 5	do	B. F. Bacon	72 00	Hay and oats.
Nov. 5	do	William S. Haladay ..	205 00	Flour and pork.
5	do	A. O. Brown	279 60	Calico, &c., for Indians.
Dec. 14	do	John Vaughn	16 00	Traveling expenses.
31	do	John W. Bedell	15 00	Blacksmithing.
31	do	O. H. Lamoreaux	3 23	Stationery and postage.
31	do	R. B. Dunton	18 50	Repairing Indian guns.
31	do	David Derby	2 25	Repairing wagon.
31	do	I. B. Dubay	18 00	Interpreter.
31	do	John R. Haladay	25 00	Office-rent.
1867.				
Jan. 10	do	Wisconsin Stage Co...	9 00	Traveling expenses.
12	do	Kirby & Chase	7 50	Do.
13	do	Stevens & Cross	4 00	Do.
14	do	O. H. Lamoreaux	8 00	Do.
Feb. 4	do	Horace Turrell	176 00	Hay and oats.
4	do	George A. Speer	3 00	Board of Indians.
Mar. 5	do	L. P. Hebard	3, 489 00	Provisions, clothing, &c., for Indians.
5	do	John B. Dubay	25 00	Services and expenses of interpreter.
5	do	N. O. Brown	165 00	Shoes, &c.
21	do	James Bonnell	1, 082 00	Blankets, &c., for Indians.
22	do	Kirby & Chase	15 00	Traveling expenses.
22	do	James Templer	14 40	Freight on Indian supplies.
23	do	D. Naber, jr.	454 08	Clothing, &c., for Indians.
23	do	James Henderson	370 00	Pork and flour for Indians.
23	do	Lewis Trombleau	6 00	Services as interpreter.
24	do	H. Briggs	4 00	Traveling expenses.
24	do	N. Nash & Son	1 05	Do.
31	do	John W. Bedell	18 63	Blacksmith.
31	do	James O. Raymond	25 00	Office-rent.
31	do	H. G. Ingersoll	4 00	Advertising for supplies.
June 15	do	R. B. Dunton	13 25	Repairing Indian guns.
15	do	William S. Haladay ..	350 00	Flour and pork.
15	do	McDill & Bros	172 40	Do.
15	do	John B. Dubay	6 00	Services as interpreter.
30	do	John W. Bedell	17 88	Blacksmith.
30	do	J. O. Raymond	25 00	Office-rent.
July 20	do	B. F. Hall	78 00	Oats and hay.
Sept. 18	do	A. O. Brown	2, 253 00	Blankets, &c.
19	do	William S. Haladay ..	775 00	Flour and pork.
20	do	John B. Dubay	9 00	Services as interpreter.

6 WINNEBAGO AND POTTAWATOMIE INDIANS IN WISCONSIN.

Disbursements from appropriation for care of Winnebagoes and Pottawatomies, &c.—Cont'd.

Date.	By whom paid.	To whom paid.	Amount.	For what purpose.
1867.				
Sept. 30	O. H. Lamoreaux	J. W. Bedell	\$9 50	Blacksmith.
30	do	J. O. Raymond	25 00	Office-rent.
Dec. 21	do	G. W. Ellis	10 00	Traveling expenses.
21	do	O. H. Lamoreaux	7 60	Do.
24	do	Milwaukee and Chicago Railroad.	14 00	Do.
25	do	Patrick Maher	3 00	Do.
26	do	A. F. Belcher	4 95	Do.
27	do	N. B. Craig	3 00	Services as guide.
27	do	G. B. Clark	6 20	Traveling expenses.
27	do	Western Union Telegraph Company.	20 50	Telegrams.
28	do	H. L. Franklin	503 30	Flour and pork, &c.
28	do	J. B. Smith & Co	15 00	Traveling expenses.
29	do	Charles Mathews	17 00	Do.
29	do	O. H. Lamoreaux	14 00	Do.
30	do	Kirby House	17 50	Do.
30	do	O. H. Lamoreaux	8 00	Do.
31	do	do	7 60	Do.
31	do	Wisconsin Stage Co.	9 00	Do.
31	do	H. G. Ingersoll	3 00	Advertising for Indian supplies.
31	do	Joseph Greenough	33 00	Services as interpreter.
31	do	John W. Bedell	11 99	Blacksmith.
31	do	R. B. Dunton	12 75	Repairing Indian guns.
31	do	J. O. Raymond	25 00	Office-rent.
1868.				
Jan. 4	do	Henry Smith	90 00	Hay and oats.
22	do	A. O. Brown	2, 258 00	Flour, pork, &c.
Mar. 10	do	W. S. Haladay	986 32	Do.
10	do	John B. Dubay	15 00	Services as interpreter.
31	do	Michael Keefe	9 75	Blacksmith.
31	do	J. O. Raymond	25 00	Office-rent.
Apr. 9	do	Theo. Myers	80 50	Oats and hay.
May 20	do	A. O. Brown	1, 264 35	Blankets, clothing, provisions, &c.
20	do	John B. Dubay	9 00	Services as interpreter.
June 30	do	Michael Keefe	10 25	Blacksmith.
30	do	J. O. Raymond	25 00	Office-rent.
Aug. 25	do	W. Roche	3 00	Traveling expenses.
25	do	Milwaukee and Saint Paul Railroad.	3 00	Do.
27	do	Saint Charles Hotel	3 00	Do.
27	do	Northwestern Packet Company.	3 00	Do.
28	do	M. Comstock	3 00	Do.
29	do	W. H. Waller	5 00	Do.
29	do	Milwaukee and Saint Paul Railroad.	10 75	Do.
29	do	I. Sherwood	5 00	Do.
31	do	Morgan House	3 00	Do.
31	do	Wisconsin Stage Co.	5 00	Do.
Sept. 30	do	O. H. P. Bigelow	13 00	Shoeing horses and repairs to wagon.
30	do	J. O. Raymond	25 00	Office-rent.
Oct. 24	do	Milwaukee and Saint Paul Railroad.	10 75	Traveling expenses.
25	do	Steamer War Eagle	2 00	Do.
26	do	John Shinzel	2 50	Do.
26	do	Str. Mollie Walker	2 00	Do.
27	do	Milwaukee and Saint Paul Railroad.	10 75	Do.
29	do	Beckwith House	12 50	Do.
Nov. 5	do	Thomas Blair	32 00	Oats.
25	do	D. V. Bean	84 00	Oats and hay.
Dec. 31	do	M. O'Keefe	9 50	Blacksmith.
31	do	J. O. Raymond	25 00	Office-rent.
31	do	O. H. Lamoreaux	2 78	Postage.
1869.				
Jan. 14	do	W. D. McIndoe	2, 013 50	Provisions and clothing for Indians.
14	do	do	180 00	Hay, oats, and clothing.
Mar. 27	do	A. O. Brown	1, 659 00	Clothing, &c.
27	do	F. G. Wilmot	700 00	Flour and pork.
27	do	Joseph Poquet	12 00	Interpreter.
31	do	M. O'Keefe	9 30	Blacksmith.
31	do	J. O. Raymond	25 00	Office-rent.
Apr. 7	do	C. Packard	6 50	Office-furniture.
17	do	William Welton	223 30	Flour, pork, &c.
17	do	John B. Dubay	6 00	Interpreter.
June 11	do	J. O. Raymond	19 80	Office-rent.
7	J. T. Kingston	J. T. Kingston	7 25	Traveling expenses.
8				
9				
July 8	Indian Office	Treas'r United States.	10 40	Internal-revenue tax.

Disbursements from appropriation for care of Winnebagoes and Pottawatomies, &c.—Cont'd.

Date.	By whom paid.	To whom paid.	Amount.	For what purpose.
1869.				
July 5	D. A. Griffith.....	Colby & Fobbes.....	\$7 00	Traveling expenses.
24	do	James Morrison.....	8 70	Stationery.
31	do	Lewis Rutter.....	7 50	Hay.
Aug. 10	do	John Smart.....	18 00	Wood.
Sept. 1	do	D. A. Griffith.....	113 75	Traveling expenses.
9	do	William McDava.....	38 02	Do.
15	do	John Saxton.....	20 00	Wagon-master.
20	do	J. T. Heath.....	297 50	Clothing and provisions.
25	do	L. C. Wescott.....	5 55	Office supplies.
28	do	D. A. Griffith.....	14 50	Traveling expenses.
30	do	Postmaster.....	2 65	Postage.
30	do	W. P. Carr.....	418 77	Clothing.
Oct. 20	do	S. E. Saxton.....	10 00	Transportation.
26	do	John Leroy.....	8 25	Interpreter.
28	do	W. P. Carr.....	500 00	Blankets.
29	do	J. T. Heath.....	4 60	Stationery.
Nov. 6	do	J. F. Benthier.....	12 00	Traveling expenses.
6	do	George Taylor.....	219 70	Provisions, &c.
6	do	E. D. Sage.....	62 13	Clothing.
8	do	P. Arnhauser.....	22 50	Office supplies.
27	do	Thomas Hyde, sheriff.....	10 00	Expenses of board, &c., Indian prisoners.
Dec. 23	do	D. A. Griffith.....	13 50	Traveling expenses.
24	do	S. E. Saxton.....	24 00	Guide and interpreter, services and expenses.
28	do	G. Hiles.....	383 20	Provisions and clothing.
29	do	S. E. Saxton.....	12 00	Hire of team to distribute goods to Indians.
30	do	James Morrison.....	2 85	Office supplies.
31	do	George Hinton.....	4 25	Stationery and postage.
1870.				
Jan. 10	do	P. Arnhauser.....	22 50	Office supplies.
Feb. 10	do	George Hiles.....	354 20	Provisions.
12	do	S. E. Saxton.....	16 00	Traveling expenses.
21	do	D. A. Griffith.....	13 00	Do.
Mar. 26	do	Albert Mallow.....	176 80	Pork.
26	do	William McDava.....	43 75	Flour.
26	do	J. T. Heath.....	82 60	Supplies for Indians.
28	do	James Morrison.....	6 95	Office supplies.
31	do	George Hinton.....	3 20	Postage.
Apr. 9	do	A. Mallow.....	91 80	Pork.
9	do	O. P. Weston & Co.....	137 71	Clothing.
9	do	William McKay.....	103 50	Do.
9	do	A. Roth.....	63 00	Provisions.
9	do	Howard & Co.....	15 00	Shoes for Indians.
16	do	P. Flickner.....	8 00	Expenses of travel.
May 9	do	Michael Kuhn.....	9 00	Office supplies.
12	do	G. J. Hanson & Co.....	14 67	Indian supplies.
13	do	George W. Andross.....	39 00	Do.
14	do	S. D. Markham.....	163 70	Do.
16	do	D. A. Griffith.....	11 00	Traveling expenses.
16	do	Fred. Tobbler.....	16 00	Do.
June 28	do	Heath Olcott.....	317 54	Indian supplies.
28	do	Weston & Laffin.....	173 85	Indian clothing.
28	do	Samuel Hobzer.....	154 76	Pork and beef.
28	do	A. Roth.....	63 53	Subsistence, &c.
29	do	N. M. Hess.....	28 20	Do.
30	do	P. Fauerbach.....	45 00	Office-rent.
30	do	James Morrison.....	10 00	Office supplies.
July 15	do	John Rablin.....	172 25	Subsistence.
18	do	Peter Shausett.....	12 00	Interpreter.
18	do	O. H. Lamoreaux.....	193 75	Supplies for Indians.
18	do	Samuel Drake.....	32 00	Traveling expenses.
18	do	O. H. Lamoreaux.....	18 00	Do.
19	do	D. A. Griffith.....	13 00	Do.
19	do	William Roche.....	5 75	Do.
Aug. 12	do	Heath & Olcott.....	116 34	Subsistence and clothing.
12	do	A. Roth.....	29 08	Indian supplies.
12	do	Weston & Laffin.....	51 17	Clothing.
12	do	S. Hobzer.....	32 58	Pork.
12	do	N. M. Hess.....	13 50	Flour and sugar.
	Total.....		40,334 41	

APPROPRIATIONS FOR RIVER AND HARBOR IMPROVE-
MENTS FROM 1824 to MARCH 3, 1875.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

For the information of the Committee on Commerce, a statement of the amounts appropriated for each river and harbor improvement from 1824 to and including March 3, 1875.

FEBRUARY 7, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
February 3, 1876.

The Secretary of War has the honor to transmit to the House of Representatives, for the information of the Committee on Commerce, in compliance with the request of the chairman of said committee, a "statement, prepared by the Chief of Engineers, of the total amount of appropriations for each work of river and harbor improvement appropriated for from 1824 to and including the river and harbor act of March 3, 1875."

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., February 1, 1876.

SIR: I have to acknowledge the reference to this Office, for report, of the letter of the Hon. Frank Hereford, chairman of the Committee on Commerce of the House of Representatives, dated January 27, requesting to be furnished, for the use of that committee, with a statement of the appropriations made by Congress for rivers and harbors from 1824 to 1875, inclusive, and to submit, in compliance therewith, the accompanying "statement of total amount of appropriations for each work of river and harbor improvement appropriated for from 1824 to and including the river and harbor act of March 3, 1875."

The letter of the Hon. Mr. Hereford is herewith respectfully returned.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brigadier-General and Chief of Engineers.

Hon. WILLIAM W. BELKNAP,
Secretary of War.

2 APPROPRIATIONS FOR RIVER AND HARBOR IMPROVEMENTS.

Statement of total amount of appropriations for each work of river and harbor improvement appropriated for from 1824 to and including the river and harbor act of March 3, 1875.

Piers, &c., in Belfast Harbor, Me.....	\$5,800 00
Breakwater, Rockland Harbor, Me.....	15,000 00
Improvement of Kennebec River, Me.....	162,950 00
Richmond's Island Harbor.....	105,000 00
Portland Harbor, Me.....	351,477 05
navigation near Falls Island, Cobscook Bay, Me.....	5,000 00
Piers in and improvement of Saco River, Me.....	174,275 00
Improving Kennebunk River, Me.....	54,175 00
Removing obstructions in Berwick branch of Piscataqua River, Me.....	8,250 00
Improving Saint Croix River, Me.....	35,000 00
navigation at "the Gut," opposite Bath, Me.....	16,500 00
Union River, Me.....	30,000 00
Penobscot River, Me.....	170,000 00
Royal River, Me.....	20,000 00
Narraguagus River, Me.....	22,000 00
Sullivan River and Falls, Me.....	35,000 00
Wells Harbor, Me.....	5,000 00
Machias River, Me.....	32,000 00
Camden Harbor, Me.....	30,000 00
Cocheco River, N. H.....	75,000 00
Burlington Harbor, Vt.....	371,172 20
Deepening channel between the Hero Islands, Lake Champlain.....	21,000 00
Improving Otter Creek, Vt.....	15,000 00
Swanton Harbor, Vt.....	33,000 00
Merrimac River, Mass.....	182,366 72
Protection of Great Brewster Island, Mass.....	94,750 00
Breakwater at Sandy Bay, Mass.....	50,000 00
Great Wood's Hole Harbor, Mass.....	2,500 00
Preservation of Rainsford Island, Mass.....	22,353 00
Sea-wall at Marblehead, Mass.....	500 00
Preservation of Deer Island, Mass.....	159,390 00
Lovel's Island, Mass.....	10,000 00
the point of land leading to the fort and light-house at the	
Gurnet, in Duxbury, Mass.....	5,000 00
Plymouth Beach, &c., Mass.....	97,766 00
Provincetown Harbor, Mass.....	112,828 44
Improving, &c., Hyannis Harbor, Mass.....	112,931 82
harbor at mouth of Bass River, Mass.....	20,000 41
Pier and improvement at Edgartown Harbor.....	23,725 27
Improving New Bedford Harbor, Mass.....	20,000 00
Nantucket Harbor, Mass.....	44,265 00
Boston Harbor, Mass.....	1,115,170 00
Hingham Harbor, Mass.....	10,000 00
Taunton River, Mass.....	60,000 00
Gloucester Harbor, Mass.....	10,000 00
Wellfleet Harbor, Mass.....	5,000 00
Duxbury Harbor, Mass.....	20,000 00
Wareham Harbor, Mass.....	40,000 00
Salem Harbor, Mass.....	25,000 00
Fall River Harbor, Mass.....	20,000 00
Breakwater at Church's Cove Harbor, R. I.....	28,000 00
Improving the harbor of Providence, R. I.....	5,000 00
Erecting a pier and beacon at Allen's Rock, in Warren River, R. I.....	4,000 00
Improving Providence River, R. I.....	50,000 00
Pawtucket River, R. I.....	52,000 00
Pawcatuck River, R. I.....	50,000 00
Newport Harbor, R. I.....	28,500 00
Wickford Harbor, R. I.....	10,000 00
Breakwater at Block Island, R. I.....	245,000 00
Improving Stonington Harbor, Conn.....	106,753 83
Thames River, Conn.....	147,000 00
Saybrook Harbor, Conn.....	20,000 00
Bridgeport Harbor, Conn.....	145,000 00
Sea-wall for the preservation of Fairweather Island, Conn.....	28,050 00

APPROPRIATIONS FOR RIVER AND HARBOR IMPROVEMENTS. 3

Improving Saugatuck Harbor, Conn.....	\$1,500 00
Westport Harbor, Conn.....	16,516 00
New Haven Harbor, Conn.....	131,000 00
Securing beach at Cedar Point, Conn.....	1,000 00
Improving the harbor of Mill River, Conn.....	10,587 43
Southport Harbor, Conn.....	7,500 00
Connecticut River.....	240,000 00
Housatonic River, Conn.....	55,000 00
Norwalk Harbor, Conn.....	37,000 00
Milford Harbor, Conn.....	18,000 00
Dunkirk Harbor, N. Y.....	409,743 93
Sea-wall at the harbor of Buffalo, N. Y.....	68,849 05
Improving Buffalo Harbor, N. Y.....	1,091,194 00
Black Rock Harbor, N. Y.....	52,098 00
East River, &c., including removal of rock at Hell Gate, N. Y.....	1,708,200 00
Oak Orchard Harbor, N. Y.....	168,000 00
Genesee River Harbor, N. Y.....	280,178 40
Big Sodus Harbor, N. Y.....	321,771 80
Little Sodus Harbor, N. Y.....	170,340 41
Oswego Harbor, N. Y.....	958,162 87
harbor of Sacket's Harbor, N. Y.....	6,000 00
Building ice-breaker on Staten Island, N. Y.....	19,500 00
Improving Hudson River, N. Y.....	1,189,288 00
the harbor of Cattaraugus Creek, N. Y.....	57,410 00
Portland Harbor, N. Y.....	55,466 00
Whitehall Harbor, N. Y.....	33,000 00
Black River Harbor, N. Y.....	42,401 00
the harbor at the mouth of the Salmon River, N. Y.....	50,000 00
Plattsburgh Harbor, N. Y.....	135,500 00
Olcott Harbor, N. Y.....	115,000 00
Ogdensburgh Harbor, N. Y.....	107,000 00
Charlotte Harbor, N. Y.....	27,000 00
Pultneyville Harbor, N. Y.....	50,000 00
Port Chester Harbor, N. Y.....	12,000 00
Rondout Harbor, N. Y.....	30,000 00
Waddington Harbor, N. Y.....	25,000 00
East Chester Creek, N. Y.....	37,000 00
Wilson Harbor, N. Y.....	10,000 00
Harlem River, N. Y.....	10,000 00
Port Jefferson Harbor, Long Island, N. Y.....	45,000 00
Peconic River, Long Island, N. Y.....	25,000 00
Huntington Harbor, Long Island, N. Y.....	22,500 00
of channel between Staten Island and New Jersey.....	50,000 00
Removing mud-bars in Hudson River in front Jersey City.....	25,000 00
Improving New Brunswick Harbor, N. J.....	13,963 00
Hackensack and Passaic Rivers, N. J.....	10,000 00
Passaic River, N. J.....	90,000 00
Little Egg Harbor, N. J.....	15,000 00
north and south branches of Shrewsbury River, N. J.....	19,000 00
South River, N. J.....	20,000 00
Salem River, N. J.....	4,000 00
Cohansey Creek, N. J.....	10,000 00
Erie Harbor, Pa.....	516,217 23
Delaware River.....	230,000 00
Chester Harbor, Pa.....	21,000 00
harbor at Marcus Hook, Pa.....	104,000 00
harbors of Chester, New Castle, Marcus Hook, Port Penn, and Fort Mifflin, Pa. and Del.....	38,413 00
Improvement, &c., of Schuylkill River.....	145,000 00
Harbor east side of Riley Island, Port Penn.....	51,090 00
Improving New Castle Harbor, Del.....	177,000 00
Wilmington Harbor, Del.....	79,356 00
Delaware breakwater.....	2,168,403 70
Improving Broadkill River, Del.....	10,000 00
Piers at Lewes, Del.....	275,000 00
Improving, &c., Susquehanna River.....	54,390 00
Deepening the harbor of Baltimore, Md., (Patapsco River).....	841,830 00
Improving Queenstown Harbor, Md.....	11,000 00
Cambridge Harbor, Md.....	25,000 00
Worton Harbor, Md.....	12,000 00

4 APPROPRIATIONS FOR RIVER AND HARBOR IMPROVEMENTS.

Improving Northeast River, Md	\$10,000 00
Wicomico River, Md	20,000 00
Chester River at Kent Island Narrows, Md	20,000 00
Elk River, Md	10,000 00
Crisfield Harbor, Md	37,317 50
harbors of Washington and Georgetown, D. C	100,000 00
the debouches of the Dismal Swamp Canal, Va	25,000 00
Appomattox and James Rivers, Va	45,000 00
Appomattox River, Va	180,000 00
James River, Va	325,000 00
Rappahannock River, Va	57,000 00
Aquia Creek, Va	5,500 00
Accotink Creek, Va	5,000 00
Occoquan River, Va	15,000 00
Nomini Creek, Va	21,000 00
south branch Elizabeth River, Va	30,000 00
Nansemond River, Va	30,000 00
Improvement of Monongahela River	138,000 00
Great Kanawha River	350,000 00
Improving Ocracoke Inlet, N. C	132,750 00
Pamlico River, N. C	15,000 00
Breakwater at Croatan Sound, N. C	50,000 00
Improving New River and the harbor of Beaufort, N. C	55,000 00
Cape Fear River, N. C	1,008,228 92
Roanoke River, N. C	45,000 00
Charleston Harbor, S. C	134,700 00
Removing obstructions in Town Creek, near Charleston, S. C	7,500 00
Improving Ashepoo River, S. C	1,300 00
Savannah River and Harbor, Ga	561,043 06
Brunswick Harbor, Ga	10,000 00
the inland passage between St. Mary's, Ga., and St. John's, Fla.	88,000 00
Chattahoochee and Flint Rivers	50,000 00
Oostenaula and Coosawattee	5,000 00
Sea-wall at Saint Augustine, Fla	3,000 00
Improving Saint Mark's River, Fla	37,030 00
Ocklockonee River, Fla	5,000 00
Escambia River, Fla	10,500 00
Choctawhatchee River, Fla	15,000 00
and Holmes Rivers, Fla	10,000 00
Appalachicola River, Fla	51,700 00
Canal to connect Indian River and Mosquito Lagoon, Fla	6,500 00
Improving mouth of St. John's River, Fla	60,000 00
harbor at Cedar Keys, Fla	22,500 00
Mobile Harbor and Bay, Ala	608,997 60
Deepening channel through the Pass au Heron	18,000 00
Improving Tombigbee River, Ala	10,000 00
Warrior and Tombigbee Rivers	25,000 00
Yazoo River, Miss	52,000 00
Harbor at Lake Pontchartrain, La	25,000 00
Improving Red River, La	832,950 00
Bayou Teche, La	17,500 00
Ouachita River, La	126,000 00
Tone's Bayou, La	20,000 00
Calcasieu Pass, La	15,000 00
Tangipahoa River, La	2,500 00
Chifuncti River, La	6,000 00
Colorado River	20,000 00
Galveston Harbor, Tex	286,000 00
Dredging bar in Galveston Bay, Tex	10,000 00
Improving Red Fish Bar in Galveston Bay, Tex	10,200 00
ship-channel between mouth of San Jacinto River to Bolivar	
Channel, in Galveston Bay, Tex	25,000 00
Cypress Bayou, Tex	10,000 00
Cypress Bayou and Sodor Lake, Tex	50,000 00
Sabine Pass, Tex	20,000 00
Pascagoula River, Miss	25,500 00
Arkansas River, Ark	160,000 00
Ouachita River, Ark	85,000 00
White, Black, and Little Red Rivers, Ark	10,000 00
Saint Francis River, Ark	10,000 00

APPROPRIATIONS FOR RIVER AND HARBOR IMPROVEMENTS. 5

Improving	Little Missouri River, Ark.....	\$20,000 00
	White and Saint Francis Rivers, Ark.....	50,000 00
	White River above Jacksonport, Ark.....	50,000 00
	Cumberland River.....	255,000 00
	Tennessee River.....	980,095 00
	Huron Harbor, Ohio.....	97,273 71
	Black River Harbor, Ohio.....	168,204 77
	Cleveland Harbor, Ohio.....	391,244 84
	Grand River Harbor, Ohio.....	204,670 29
	Ashtabula Harbor, Ohio.....	263,901 21
	Conneaut Harbor, Ohio.....	106,629 93
	Cunningham Creek, Ohio.....	19,781 12
	Sandusky City Harbor, Ohio.....	176,580 00
	Vermillion Harbor, Ohio.....	98,942 31
	Toledo Harbor, (Maumee Bay,) Ohio.....	434,700 00
	Sandusky River, Ohio.....	30,000 00
	Port Clinton Harbor, Ohio.....	13,000 00
	Rocky River Harbor, Ohio.....	35,000 00
	Maumee River, Ohio.....	7,000 00
	Michigan City Harbor, Ind.....	526,918 59
	Wabash River, Ind.....	165,000 00
	Illinois River, Ill.....	464,150 00
	Chicago Harbor, Ill.....	979,005 00
	Harbor of refuge at Chicago, Ill.....	50,000 00
	Breakwater at Waukegan, Ill.....	15,000 00
	Harbor of refuge at Calumet, Ill.....	180,000 00
Improving	Saint Clair Flats, Mich.....	625,560 00
	Saint Mary's River, Mich.....	210,692 00
	Saint Mary's River and Saint Mary's Falls Canal, Mich.....	1,400,000 00
Constructing	pier at La Plaisance Bay, Mich.....	19,603 07
Improving	Black Lake Harbor, Mich.....	186,615 31
	New Buffalo Harbor, Mich.....	78,000 00
	Monroe Harbor, Mich.....	200,015 27
	Clinton River, Mich.....	11,500 00
	Grand River Harbor, Mich.....	42,000 00
	Saint Joseph Harbor, Mich.....	250,113 00
	Frankfort Harbor, (Aux Becs Scies,) Mich.....	197,859 85
	Grand Haven Harbor, Mich.....	222,866 15
	Saginaw River, Mich.....	151,000 00
	Au Sable River, Mich.....	87,970 00
	Marquette Harbor, Mich.....	291,730 00
	Eagle Harbor, Mich.....	75,000 00
	Manistee Harbor, Mich.....	144,000 00
	White River Harbor, Mich.....	178,550 00
	Muskegon Harbor, Mich.....	129,000 00
	South Haven Harbor, Mich.....	120,000 00
	Ontonagon Harbor Mich.....	155,600 00
	Pentwater Harbor, Mich.....	142,820 00
	Pere Marquette, (Ludington) Harbor, Mich.....	166,185 00
	Saugatuck Harbor, Mich.....	71,039 00
	Menomonee Harbor, Mich. and Wis.....	125,000 00
	Cheboygan Harbor, Mich.....	70,000 00
	Harbor of refuge, Lake Huron.....	450,000 00
Improving	Saint Clair River at mouth of Black River, Mich.....	55,000 00
	Sebawaing River, Mich.....	8,000 00
Dredging	bar at junction of Pine and Saint Clair Rivers.....	5,000 00
Improving	Detroit River, partly in Canadian waters.....	25,000 00
	Kenosha (Southport) Harbor, Wis.....	173,307 41
	Manitowoc Harbor, Wis.....	211,320 00
	Milwaukee Harbor, Wis.....	287,087 45
	Racine Harbor, Wis.....	177,285 00
	Sheboygan Harbor, Wis.....	170,448 91
	Green Bay Harbor, Wis.....	212,550 00
	Superior City Harbor, Wis.....	257,550 00
	Port Washington Harbor, Wis.....	80,000 00
	Two Rivers Harbor, Wis.....	105,000 00
	Ahnapee Harbor, Wis.....	75,000 00
Building	pier at the northern extremity of Winnebago Lake.....	500 00
	Harbor of refuge at entrance of Sturgeon Bay Canal.....	50,000 00
Improving	Wisconsin River, Wis.....	100,000 00

6 APPROPRIATIONS FOR RIVER AND HARBOR IMPROVEMENTS.

Snag-boats on Wisconsin River, Wis.....	\$40,000 00
Improving Fox and Wisconsin Rivers	1,245,000 00
Minnesota River.....	97,500 00
Preservation of the Falls of Saint Anthony and navigation of the Missis- sippi River above the same	450,000 00
Improving Du Luth Harbor, Minn	255,000 00
Construction of lock and dam on Mississippi River at Meeker's Island....	25,000 00
Improving Dubuque Harbor, Iowa.....	53,000 00
Missouri River, Mo.....	40,000 00
Osage River, Mo.....	100,000 00
Current River, Mo.....	5,000 00
Snag-boats and other apparatus for clearing western rivers, &c.....	550,000 00
Improving Mississippi, Missouri, Arkansas, and Ohio Rivers.....	550,000 00
Mississippi, Missouri, and Arkansas Rivers.....	775,000 00
the Ohio River below the Falls of Louisville, and the Missis- sippi, Missouri, and Arkansas Rivers.....	430,000 00
the Ohio River.....	1,135,000 00
Falls of the Ohio River and Louisville Canal.....	1,163,200 00
Louisville and Portland Canal.....	300,000 00
Improving the Ohio, Missouri, and Mississippi Rivers.....	303,000 00
Ohio and Mississippi Rivers.....	585,000 00
Ohio River above the Falls of the Ohio.....	370,000 00
Snag-boats on the Mississippi River.....	138,000 00
Improving Upper Mississippi River, and removing snags, and dredging..	214,640 00
Des Moines Rapids, Mississippi River.....	4,249,200 00
Rock Island Rapids, Mississippi River.....	1,089,650 00
Building a pier to give direction to the current of the Mississippi River near Saint Louis, Mo.....	75,000 00
Improving Mississippi River above the mouths of the Ohio and the Mis- souri Rivers	190,000 00
Mississippi River between the mouths of Illinois and Missouri Rivers.....	25,000 00
Mississippi River between the mouths of Missouri and Mara- mec Rivers.....	100,000 00
Mississippi River between the mouths of Ohio and Illinois Riv- ers.....	400,000 00
Mississippi River between the mouths of Missouri and Ohio Rivers	200,000 00
mouth of Mississippi River.....	2,185,181 00
Breakwater at Wilmington Harbor, Cal.....	455,000 00
Removing rocks off San Francisco Harbor, Cal	154,927 27
Improving Oakland Harbor, Cal	200,000 00
Sacramento and Feather Rivers, Cal.....	15,000 00
San Diego Harbor, &c., Cal.....	110,000 00
Umpqua River, Oreg.....	22,500 00
Willamette River, Oreg.....	211,865 00
Lower Willamette and Columbia Rivers, Oreg	60,000 00
Upper Columbia River, Oreg.....	105,000 00

SURVEY OF SAGINAW RIVER, THUNDER BAY, CLINTON
AND AU SABLE RIVERS, MICHIGAN.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with the requirements of the river and harbor act, March 3, 1875, a report of Major G. Weitzel, on Saginaw River, Thunder Bay, Clinton River, and Au Sable River, Michigan.

FEBRUARY 7, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
February 5, 1876.

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with the requirements of the river and harbor act of March 3, 1875, report of the Chief of Engineers, and copies of reports from Major G. Weitzel, Corps of Engineers, as follows:

1. Estimate of cost to obtain thirteen feet of water on the outer bar at the mouth of Saginaw River, Michigan.
2. Survey of Thunder Bay River, Michigan.
3. Examination of Clinton River, from Mount Clemens to its mouth, Michigan.
4. Examination for breakwater off the mouth of Au Sable River, Michigan.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., February 2, 1876.

SIR: In further compliance with provisions of the river and harbor act of March 3, 1875, I beg leave to submit copies of reports to this Office from Major Godfrey Weitzel, Corps of Engineers, containing:

1. Estimate of cost of increasing the depth of water on the outer bar of Saginaw River, Michigan, to thirteen feet.

2. Survey of Thunder Bay River, Michigan.
3. Examination of Clinton River, from Mount Clemens to its mouth, Michigan, and—
4. Examination for breakwater off the mouth of Au Sable River, Michigan.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brigadier-General and Chief of Engineers.

Hon. WM. W. BELKNAP,
Secretary of War.

Estimate of cost to obtain thirteen feet of water on the outer bar at mouth of Saginaw River, Michigan.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., January 17, 1876.

SIR: By letter from the Chief of Engineers, I was directed to make an examination or survey to enable me to make an estimate of cost to obtain thirteen feet of water on the outer bar at the mouth of Saginaw River, Michigan.

All the data and information necessary to enable me to make this estimate were already in my possession, and therefore it was not necessary to incur the expense of an additional examination.

When the wind is in the proper direction, there is a greater depth than thirteen feet on this bar. I have seen a vessel drawing thirteen feet and three inches go over it without any difficulty. When the wind, however, is from the southwest, the water is lowered.

To get a depth of thirteen feet over this bar, at all times, will require the dredging of the cut to an average one foot deeper. This would involve the removal of 50,000 cubic yards of hard material, which would cost at least \$1.25 per cubic yard.

The estimated cost of the work would therefore be \$62,500.

The commerce of the Saginaw River is national and international in its character. It is very large and very important. I am utterly unable, however, to obtain any data which would indicate to me exactly what proportion of this commerce would be benefited by this improvement.

I am, sir, very respectfully, your obedient servant,

G. WEITZEL,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

Survey of Thunder Bay River, Michigan.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., January 25, 1876.

SIR: By letter from your Office, dated March 22, 1874, I was directed to make an examination or survey of Thunder Bay River. I placed my assistant, Mr. H. A. Ulfers, in immediate charge of the work. I respectfully transmit his report, as a part of this.

It will be seen from this that there is at present a navigable depth into this river of 12 feet. In order to get a depth of 13 feet, 11,910 cubic yards must be dredged. This, at 40 cents per cubic yard, will cost \$4,764, allowing for a width of channel of 200 feet. The distance out from the north pier will be 1,100 feet.

The map illustrating the survey will be sent as soon as completed.

Very respectfully, your obedient servant,

G. WEITZEL,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

REPORT OF MR. H. A. ULFFERS, ASSISTANT ENGINEER.

AU SABLE, MICH., July 12, 1875.

MAJOR: I have the honor herewith to submit a report on the operations of my party at the mouth of Thunder Bay River, Alpena, Mich.

I commenced operations on Monday, June 28, and, after laying out the base-line and locating the shore-stations, proceeded to sounding the river from the draw-bridge to its mouth, a distance of 1,900 feet, in three lines, and the bay in front of the river as far as the 18-foot curve, a distance of 1,800 feet, in eight lines, covering a width of 1,500 feet. I found a good channel, with upwards of 12 feet water for the whole distance, although in one place just outside of the dock, but 50 feet wide, owing to an accumulation of sand and mud on the south side of the north pier.

This favorable depth has been obtained by some dredging done during the spring, by private parties, at an expense of \$3,000, as I understand. I could obtain no information as to the extent and width of this dredging, nor of the number of cubic yards excavated.

Finding no water-gauge of previous surveys, I put up a permanent one on the west pier of the draw-bridge, under the bridge-keeper's office, zero indicating what is believed to be mean low water.

It is, as I subsequently found, one-tenth of a foot above mean low water at Au Sable, as established by Mr. H. G. Rothwell, in 1870. Accompanying this please find a map of the survey on a scale of 1:2000. A statement of the tonnage, exports, and imports is hereto attached.

Very respectfully, your obedient servant,

H. A. ULFFERS,
Assistant Engineer.

Major G. WEITZEL,
Corps of Engineers, U. S. A.

Statement of the number of vessels entered and cleared, tonnage, exports, and imports at the port of Alpena, mouth of Thunder Bay River, Michigan, during the season of navigation of 1875.

Exports.	Quantity.	Imports.	Quantity.
Lumber.....feet..	67,872,000	Feed.....bags..	1,059
Lath.....pieces..	18,006,000	Merchandise.....tons..	1,704
Shingles.....do....	28,255,000	do.....packages..	1,935
Cedar posts.....number..	116,960	Flour.....barrels..	1,490
Pickets.....do....	82,360	Oats.....bushels..	43,384
Cedar blocks.....cords..	805	Corn.....do....	11,800
Telegraph-poles.....number..	1,000	Potatoes.....do....	610
Spars.....do....	12	Pork and beef.....barrels..	1,103
Merchandise.....packages..	809	Salt.....do....	150
Bark.....cords..	18	Coal.....tons..	155
Hop-poles.....number..	58,000	Cattle.....head..	170
Number of vessels cleared, 506....tons..	164,614	Brick.....number..	40,000
		Hay.....tons..	446
		Number of vessels entered, 496.do....	161,472

EXAMINATION OF CLINTON RIVER FROM MOUNT CLEMENS TO ITS MOUTH, MICHIGAN.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., January 25, 1876.

SIR: I was directed by letter from the Office of the Chief of Engineers, dated March 22, 1875, to make an examination or survey of the Clinton River from Mount Clemens to its mouth, Michigan.

The report of Mr. H. A. Ulffers, my assistant, who was in immediate charge of the work, is herewith respectfully transmitted, and forms a part of this.

The map of the survey will be sent when it is completed.

Very respectfully, your obedient servant,

G. WEITZEL,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

REPORT OF MR. H. A. ULFFERS, ASSISTANT ENGINEER.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., January 5, 1876.

MAJOR: I have the honor herewith to submit a report on a reconnaissance of Clinton River, from its mouth in Lake Saint Clair to the draw-bridge at Mount Clemens, made by me in July last, under your directions.

I arrived with a small party at the discontinued light-house off the mouth of the river on the 17th of July, and commenced operations by running meander-lines along the left shore of the river, and a single line of soundings along the center of the channel. The course of the river is from east to west, but with many long and sharp bends, and occasionally marshy shores. The distance from the old light-house to the bridge at Mount Clemens is $7\frac{1}{2}$ miles, following the river shore, and not quite 5 miles in a straight line. There is ample depth of water in the river at all seasons, the shallowest place, a short distance below the bridge, being 5 feet, while the average depth in the river is about 10 feet. The dredged cut at the mouth of the river has $5\frac{1}{2}$ feet in its shallowest place.

The trade of the river is confined altogether to the carrying of cord-wood to the Detroit market.

A map of the river, on a scale of 1-5000, is herewith transmitted.

Very respectfully, your obedient servant,

H. A. ULFFERS,
Assistant Engineer.

Major G. WEITZEL,
Corps of Engineers, U. S. A.

EXAMINATION FOR BREAKWATER OFF THE MOUTH OF AU SABLE RIVER, MICHIGAN.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., January 25, 1876.

SIR: I was directed to make a survey or examination for a breakwater off the mouth of Au Sable River, by letter from the Office of the Chief of Engineers, dated March 22, 1875.

I respectfully transmit herewith the report of my assistant, Mr. H. A. Ulffers, who was in immediate charge of the work.

His map of the survey will be sent as soon as completed. This survey shows that a breakwater, properly constructed, at this point would cost about \$900,000.

I am, sir, very respectfully, your obedient servant,

G. WEITZEL,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

REPORT OF MR. H. A. ULFFERS, ASSISTANT ENGINEER.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., January 4, 1876.

MAJOR: Herewith I have the honor to submit a report on the operations of my party at the mouth of Au Sable River, during the first half of July, 1875.

The river-bed had been carefully surveyed and sounded in 1874 by Mr. Rothwell, but in order to ascertain what changes had occurred during the year, I ran three lines of soundings down the stream from the State road bridge to and beyond the piers at the mouth.

I used Mr. Rothwell's bench-marks for the reduction of the soundings, so as to have the same plane of reference for the two surveys. A comparison of the two maps will show that there was on an average one foot less water in the river in 1875 than in 1874, although the shore-line had not been changed.

This is not surprising, as the river-channel has been narrowed continually, in one place to a width of less than 80 feet. Nor is there any remedy for it as long as land-owners are permitted to consider the river in front of their premises as their private property, to do with as they choose.

A comparison of the depth of water between the piers at the mouth of the river gives, for 1871, 11 to 13 feet; for 1873, 8 to 11 feet; for 1874, 9 to 12 feet; and for 1875, 8 to 12 feet. Before the piers were built the depths at this place were, in 1866, 5 to 11 feet; in 1868, 3 to 10 feet. A serious bar, which had formed directly in front of the piers, (5 to 6 feet,) was removed by dredging in 1873, and has not since re-formed.

A plan for the construction of a breakwater in front of the harbor having been submitted, I made a thorough sounding of the harbor from Loud and Gay's steamboat dock to the Lumber Company's dock, as far out as the four-fathom curve, in order to furnish data for estimates in case the project should at some time come up.

A map of the river and harbor, on a scale of 1: 2,000, is herewith submitted.

Very respectfully, your obedient servant,

H. A. ULFFERS,
Assistant Engineer.

Major G. WEITZEL,
Corps of Engineers, U. S. A.
H. Ex. 121—2

O

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE

IN RESPONSE TO A RESOLUTION OF THE HOUSE OF COMMONS

THE COMMISSIONER OF THE GENERAL LAND OFFICE, in compliance with the resolution of the House of Commons, has the honor to report that the following is a summary of the results of the survey of the land in the County of Middlesex, which was conducted by the Surveyors of the County, in the year 1834.

The survey was conducted by the Surveyors of the County, in the year 1834, and the results thereof are as follows:

The land in the County of Middlesex, which was surveyed in the year 1834, is divided into two classes, viz. land which is subject to the payment of a rent, and land which is not subject to the payment of a rent.

The land which is subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is subject to the payment of a rent of 10s. or more per acre.

The land which is not subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is not subject to the payment of a rent.

The results of the survey are as follows:

The land in the County of Middlesex, which is subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is subject to the payment of a rent of 10s. or more per acre.

The land which is not subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is not subject to the payment of a rent.

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The land which is not subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is not subject to the payment of a rent.

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The land in the County of Middlesex, which is subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is subject to the payment of a rent of 10s. or more per acre.

The land which is not subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is not subject to the payment of a rent.

THE COMMISSIONER OF THE GENERAL LAND OFFICE, in compliance with the resolution of the House of Commons, has the honor to report that the following is a summary of the results of the survey of the land in the County of Middlesex, which was conducted by the Surveyors of the County, in the year 1834.

The survey was conducted by the Surveyors of the County, in the year 1834, and the results thereof are as follows:

The land in the County of Middlesex, which was surveyed in the year 1834, is divided into two classes, viz. land which is subject to the payment of a rent, and land which is not subject to the payment of a rent.

The land which is subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is subject to the payment of a rent of 10s. or more per acre.

The land which is not subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is not subject to the payment of a rent.

The results of the survey are as follows:

The land in the County of Middlesex, which is subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is subject to the payment of a rent of 10s. or more per acre.

The land which is not subject to the payment of a rent, is divided into two classes, viz. land which is subject to the payment of a rent of less than 10s. per acre, and land which is not subject to the payment of a rent.

COLLECTIONS, EXPENSES, ETC., IN COLLECTION-DISTRICTS
IN PORTS OF UNITED STATES, ETC., FOR FISCAL YEAR
ENDING JUNE 30, 1875.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to House resolutions of December 13, 1875, and January 6, 1876, statements showing collections, expenses of collections, and the amounts of goods examined in the ports of the United States for fiscal year ending June 30, 1875.

FEBRUARY 7, 1876.—Referred to the Committee of Ways and Means and ordered to be printed.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
February 4, 1876.

SIR: In response to House resolutions of December 13, 1875, and January 6, 1876, I have the honor to transmit herewith two statements, one showing the collections, the expense of collection, and amount of goods examined in the several collection-districts and ports of the United States where the expenses were greater than the receipts during the fiscal year ending June 30, 1875, together with the name of and the distance to the self-sustaining port nearest to each, respectively; and the other showing the names and compensation of all persons employed in the said districts during the year above mentioned.

I have the honor to be, sir, your obedient servant,

B. H. BRISTOW,
Secretary.

Hon. MICHAEL C. KERR,
Speaker of the House of Representatives.

Statement showing the collections, the expenses of collection, and the amount of goods examined in the several collection-districts and ports of the United States where the expenses were greater than the receipts during the year ending June 30, 1875; also, the self-sustaining port nearest each, and the distance therefrom in miles.

District.	Port.	Collections.	Expenses of collection.	Expenses above collection.	Amount of goods examined.				Nearest self-sustaining port.	Distant in miles.
					Imports.	Exports.	Received in bond.	Total.		
Aroostook, Me	Houlton, Me	\$6,250 44	\$10,836 73	\$4,586 29	\$30,888	.....	.....	\$30,888	Eastport, Me	105, rail and boat.
Bangor, Me	Bangor, Me	7,832 82	12,781 13	4,948 31	19,764	\$377,021	\$1,538	398,323	Bath, Me	115, rail.
Belfast, Me	Belfast, Me	5,079 58	8,811 84	3,732 26	33,508	4,941	500	38,949	do	55, overland.
Castine, Me	Castine, Me	3,450 20	8,533 53	5,083 33	1,056	1,700	371	3,127	do	65, overland.
Frenchman's Bay, Me	Ellsworth, Me	2,670 80	6,709 41	4,038 61	.....	7,904	905	8,809	Eastport, Me	90, overland.
Kennebunk, Me	Kennebunk, Me	284 76	1,277 70	992 94	.....	.....	172	172	Portland, Me	23, rail.
Machias, Me	Machias, Me	4,918 52	5,834 73	916 21	8,711	129,317	.....	138,028	Eastport, Me	25, direct.
Saco, Me	Saco, Me	258 55	1,213 15	954 60	.....	.....	.....	.....	Portland, Me	13, rail.
Waldoborough, Me	Waldoborough, Me	9,400 05	11,830 04	2,429 99	9,727	15,999	1,984	27,710	Bath, Me	30, rail.
Wiscasset, Me	Wiscasset, Me	1,805 21	5,415 27	3,610 06	4,360	92,404	490	97,254	do	11, rail.
York, Me	York, Me	97 18	379 00	281 82	130	.....	.....	130	Portsmouth, N. H.	10, direct.
Barnstable, Mass	Barnstable, Mass	6,445 31	11,026 77	4,581 46	494	3,016	20,072	23,582	Boston, Mass	73, rail.
Edgartown, Mass	Edgartown, Mass	3,009 41	5,338 07	2,328 66	.....	.....	.....	.....	New Bedford, Mass	40, boat.
Marblehead, Mass	Marblehead, Mass	1,770 30	1,983 82	213 52	7,459	2,421	.....	9,888	Salem, Mass	4, rail.
Nantucket, Mass	Nantucket, Mass	283 45	1,731 45	1,448 00	.....	.....	.....	.....	New Bedford, Mass	70, boat.
Bristol and Warren, R. I	Bristol, R. I.	235 48	1,719 80	1,484 32	.....	5,100	.....	5,100	Fall River, Mass	10, rail.
Newport, R. I.	Newport, R. I.	2,292 87	5,209 97	2,917 10	1,750	11,632	30	13,412	do	19, rail.
Dunkirk, N. Y	Dunkirk, N. Y	201 40	3,970 02	3,768 62	12,156	.....	.....	12,156	Buffalo, N. Y	40, rail.
Sag Harbor, N. Y	Sag Harbor, N. Y	1,250 18	1,439 20	189 02	.....	.....	.....	.....	New London, Conn	25, boat.
Great Egg Harbor, N. J	Somers Point, N. J	1,944 50	3,042 31	1,097 81	.....	.....	.....	.....	Philadelphia, Pa	59, rail.
Little Egg Harbor, N. J	Tuckerton, N. J	857 07	5,427 73	4,570 66	.....	.....	.....	.....	do	75, rail.
Perth Amboy, N. J	Perth Amboy, N. J	6,670 94	7,667 01	996 07	46,224	5,747	.....	51,971	New York, N. Y	27, rail.
Georgetown, D. C	Georgetown, D. C	5,692 23	6,330 91	638 68	1,941	7,015	5,706	14,662	Baltimore, Md	43, rail.
Annapolis, Md	Annapolis, Md	724 61	2,094 33	1,369 72	.....	5,560	.....	5,560	do	40, rail.
Alexandria, Va	Alexandria, Va	2,752 87	4,548 42	1,795 55	8,060	.....	.....	8,060	do	45, rail.
Cherrystone, Va	Eastville, Va	2,808 89	5,125 25	2,316 36	.....	.....	.....	.....	Norfolk, Va	50, boat.
Petersburgh, Va	Petersburgh, Va	3,964 96	6,074 17	2,109 21	26,188	699	417	27,304	Richmond, Va	25, rail.
Tappahannock, Va	Tappahannock, Va	836 70	2,530 45	1,693 75	.....	.....	.....	.....	do	111, rail and boat.
Yorktown, Va	Yorktown, Va	1,208 34	1,946 00	737 66	.....	.....	.....	.....	do	50, boat.
Beaufort, N. C	Beaufort, N. C	1,006 18	2,938 88	1,932 70	1,055	4,507	.....	5,562	Wilmington, N. C	182, rail.
Pamlico, N. C	New Berne, N. C	4,468 54	8,510 70	4,042 16	9,025	21,116	.....	30,141	do	143, rail.
Albemarle, N. C	Edenton, N. C	1,433 54	6,215 23	4,781 69	893	2,614	.....	3,507	Norfolk, Va	125, rail and boat.
Georgetown, S. C	Georgetown, S. C	967 36	2,843 98	1,876 62	.....	17,635	.....	17,635	Charleston, S. C	60, boat.
Saint Mary's, Ga	Saint Mary's, Ga	1,110 57	3,227 73	2,117 16	.....	106,082	.....	106,082	Brunswick, Ga	40, boat.
Mobile, Ala	Mobile, Ala	36,381 60	39,585 20	3,203 60	1,087,745 10	132,188	741 11	1,220,674	Shieldsborough, Miss	88, rail.

Natchez, Miss.	Natchez, Miss.	184 95	503 30	318 35	.....	.....	.....	.....	New Orleans, La.	200, boat.
Teche, La.	Brashear, La.	3, 656 72	10, 385 83	6, 729 11	1, 995	7, 409	.....	9, 404	do	80, rail.
Apalachicola, Fla.	Apalachicola, Fla.	1, 419 95	2, 509 13	1, 089 18	.....	.....	.....	.....	Pensacola, Fla.	450, rail and boat; 200 direct.
Fernandina, Fla.	Fernandina, Fla.	3, 408 75	4, 640 05	1, 231 40	7, 767	205, 466	.....	213, 233	Brunswick, Ga.	55, boat.
Saint Augustine, Fla.	Saint Augustine, Fla.	142 95	5, 927 03	5, 784 18	2, 498	79, 542	.....	81, 676	do	175, rail and boat.
Saint John's, Fla.	Jacksonville, Fla.	3, 832 29	6, 724 77	2, 892 48	2, 134	.....	.....	6, 613	do	115, rail and boat.
Saint Mark's, Fla.	Cedar Keys, Fla.	1, 464 99	9, 016 80	7, 551 81	322, 803	5, 740	.....	901, 875	Galveston, Tex.	210, rail and boat.
Corpus Christi, Tex.	Corpus Christi, Tex.	23, 791 22	25, 767 37	1, 976 15	97, 663	449, 523	129, 549	377, 635	do	256, boat.
Saluria, Tex.	Indianola, Tex.	9, 892 04	14, 774 87	4, 882 83	2, 002, 748	1, 830, 970	2, 513	4, 545, 907	do	151, boat.
Brazos de Santiago, Tex.	Brownsville, Tex.	42, 472 18	66, 977 86	24, 505 68	.....	.....	712, 189	.....	.....do	390, overland.
New Orleans, La.	Saint Joseph, Mo.	265 28	356 90	91 62	.....	.....	.....	.....	Omaha, Nebr.	124, rail.
Do.	Kansas City, Mo.	.....	350 00	350 00	.....	.....	.....	.....	.....do	204, rail.
Sandusky, Ohio	Sandusky, Ohio	6, 058 14	8, 089 79	2, 031 65	17, 867	86, 406	.....	104, 273	Toledo, Ohio	55, rail.
Superior, Mich.	Marquette, Mich.	10, 468 60	16, 264 42	5, 795 82	19, 138	19, 393	.....	38, 531	Milwaukee, Wis.	293, rail.
New Orleans, La.	Alton, Ill.	122 80	558 20	435 40	.....	.....	.....	.....	Saint Louis, Mo.	20, rail.
Do.	Keokuk, Iowa	151 65	549 92	398 27	.....	.....	.....	.....	Burlington, Iowa	43, rail.
Minnesota	Pembina, Dak.	11, 665 30	16, 458 82	4, 793 52	459, 954	842, 218	22, 273	1, 324, 445	Du Luth, Minn.	450, rail and boat.
San Diego, Cal.	San Diego, Cal.	6, 302 91	8, 845 93	2, 543 02	25, 249	177, 630	.....	202, 879	San Francisco, Cal.	517, overland.
Southern Oregon	Empire City, Ore.	356 94	5, 654 10	5, 297 16	.....	.....	.....	.....	Astoria, Ore.	250, boat.
Puget Sound, Wash.	Port Townsend, Wash.	21, 013 56	27, 780 81	6, 767 25	24, 954	395, 330	.....	420, 284	Portland, Ore.	200, overland.
Alaska.	Sitka, Alaska	2, 627 76	17, 282 76	14, 655 00	5, 431	23, 730	.....	29, 161	Astoria, Ore.	1,000, estimated, by sea.
Total	.....	379, 664 39	463, 568 79	183, 904 40	4, 300, 208	15, 355, 442	899, 450 20	555, 100	.....	.....

* \$979,547 value of merchandise in transit from one foreign country to another;
† \$91,223 value of merchandise in transit from one foreign country to another.

‡ Discontinued from November 30, 1875, by Hon. Secretary of the Treasury.
§ \$186,847 value of merchandise in transit from one foreign country to another.

Statement showing the names and salaries or compensation of employés in the collection-districts or ports of the United States where the expenses of collection exceed the collections during the year ending June 30, 1875.

Port.	Name of officer or employé.	Title.	Amount paid each.	Total.
Houlton, Me	Adrian Vaudine	Collector	\$1,500 00	\$10,002 00
	S. F. Berry	Deputy collector	1,460 00	
	Edward Wiggin	Deputy collector and inspector	1,095 00	
	George H. Smith	do	1,095 00	
	Jesse Drew	do	1,095 00	
	John R. Weed	do	530 00	
	Eben Woodbury	Inspector	1,095 00	
	Marcus Peters	do	730 00	
	Joel Valley	do	306 00	
	A. G. Hunt	Special inspector	1,096 00	
Bangor, Me	W. P. Wingate	Collector	1,521 65	12,506 68
	E. T. Fox	do	676 59	
	Do	Deputy collector and inspector	1,275 00	
	F. H. Dillingham	do	1,561 00	
	George Dudley	do	1,095 00	
	H. Bartlett	Inspector	1,095 00	
	S. F. Walker	do	1,095 00	
	F. E. Nute	do	1,095 00	
	H. E. Sellers	do	1,095 00	
	M. Drinkwater	Temporary inspector	204 00	
	J. G. Patten	Weigher and gauger	983 44	
	M. Drinkwater	Assistant weigher and gauger	80 00	
	C. L. Downs	Watchman	730 00	
Belfast, Me	B. M. Roberts	Collector	1,368 21	8,507 07
	Marshall Davis	Inspector	1,460 00	
	Daniel L. Pitcher	do	1,460 00	
	W. Parker	do	1,157 00	
	Eugene Rust	do	312 00	
	T. R. Simonton	do	1,468 86	
	Levi Trundy	do	500 00	
	L. M. Partridge	do	314 30	
	S. A. Kendall	do	85 70	
	E. T. Allenwood	do	200 00	
	E. A. Perry	Storekeeper	36 00	
	J. P. Wellman	do	83 20	
	A. L. Kent	do	16 80	
	J. S. Fuller	Watchman	15 00	
	M. P. Woodcock	Measurer of vessels	24 00	
	E. M. Wood	Assistant measurer of vessels	6 00	
Castine, Me	William H. Sargent	Collector	1,273 46	8,426 96
	L. G. Philbrook	Deputy collector and inspector	1,460 00	
	Otis Little	do	912 50	
	Howard Swasey	do	81 00	
	Edwin P. Hill	do	1,014 00	
	D. T. Warren	do	459 00	
	I. P. Thomas	do	1,095 00	
	I. P. Ames	Special inspector	1,460 00	
	Sylvester Snowman	Temporary weigher and gauger	36 00	
	Thomas Warren	Inspector	636 00	
Ellsworth, Me	J. D. Hopkins	Collector	1,285 06	6,624 31
	James C. Chilcott	Special deputy collector	1,200 00	
	Samuel Dutton, jr.	do	96 15	
	D. P. Marcyes	do	1,095 00	
	John U. Hill	do	600 00	
	H. D. Coombs	do	600 00	
	Robert F. Campbell	Inspector	1,095 00	
	Oscar A. Richardson	do	293 10	
	S. N. McFarland	Storekeeper	360 00	
Kennebunk, Me	N. K. Sargent	Collector	185 75	1,277 70
	J. K. Sargent	do	23 95	
	A. D. Jacobs	Inspector	117 00	
	John Williams	do	117 00	
	S. E. Bryant	do	600 00	
	S. H. Pinkham	do	156 00	
	P. H. Rickee	do	39 00	
	Alexander Maxwell	do	39 00	
Machias, Me	S. Longfellow	Collector	1,364 77	
	George Leavitt	do	698 38	
	Do	Special deputy collector	792 00	
	Harrison Hume	Deputy collector	685 00	
	John L. Pierce	do	685 00	
	Ellery D. Perkins	do	330 00	

Statement showing the names and salaries or compensation of employes, &c.—Continued.

Port.	Name of officer or employé.	Title.	Amount paid each.	Total.
Machias, Me.—Continued.	Lyman O. Hill	Inspector	\$548 00	\$5,681 15
	James W. Longfellow	do	548 00	
Saco, Me.	J. H. Cole	Collector	325 65	1,113 15
	Moses Lowell	Deputy collector	337 50	
	Joseph Hardy	Inspector	375 00	
	John S. Snow	do	75 00	
Waldoborough, Me	James A. Hall	Collector	2,501 64	11,685 64
	Henry A. Kennedy	Special deputy collector	1,460 00	
	Jonathan W. Crocker	Deputy collector	1,460 00	
	James H. H. Hewett	do	1,119 00	
	Wyman W. Ulmer	Inspector	1,119 00	
	Nelson Hall	do	1,119 00	
	William M. Herbert	do	1,119 00	
	Artell A. Hall	do	1,119 00	
	George W. Ellis	do	669 00	
Wiscasset, Me	Orrin McFadden	Collector	905 44	5,250 44
	Watts Gibbs	Deputy collector and inspector	1,095 00	
	Josiah T. Albee	Inspector	1,095 00	
	Daniel W. Sawyer	do	1,095 00	
	George B. Kenniston	Temporary inspector	1,060 00	
York, Me.	Edward A. Bragdon	Collector	259 00	359 00
	Joseph Low	Inspector	100 00	
Barnstable, Mass	C. F. Swift	Collector	2,247 77	11,026 77
	Simeon Atwood	Deputy collector and inspector	750 00	
	James Gifford	do	900 00	
	Samuel S. Baker	do	800 00	
	Alvan S. Hallett	do	750 00	
	Walter Chipman	do	1,095 00	
	John W. Davis	do	366 67	
	Solomon L. Hamblin	do	33 33	
	Isaac B. Young	do	500 00	
	Erastus Chase	Inspector	400 00	
	Nathaniel E. Atwood	Aid to revenue	300 00	
	F. B. Goss	Special inspector	1,460 00	
	Fred. C. Swift	Clerk	300 00	
	Ira S. Baker	Storekeeper	300 00	
	Ebenezer Burgess	do	50 00	
	Ebenezer T. Atwood	do	200 00	
	S. S. Gifford	do	300 00	
	Charles H. Walker	Boatman	150 00	
	Paul Maraspin	do	40 00	
	Charles H. Long	Watchman	15 00	
	James Emery	do	24 00	
	Benjamin D. Atkins	do	30 00	
	Heman S. Cook	do	15 00	
Edgartown, Mass	C. B. Marchant	Collector	1,016 29	5,111 53
	Jeremiah Pease	Deputy collector and inspector	1,012 50	
	Henry W. Beetle	do	821 25	
	Shubael H. Norton	Temporary inspector	450 00	
	James C. Osborn	do	375 00	
	Abraham C. White	Night inspector	107 30	
	Alexander W. Smith	do	450 00	
	David S. Beetle	Inspector	125 00	
	Ichabod N. Luce	do	379 19	
	William H. Smith	Boatman	375 00	
Marblehead, Mass	Simeon Dodge	Collector	311 54	1,689 04
	William H. Coates	Inspector	912 50	
	William C. Holder	do	365 00	
	Do	Boatman	100 00	
Nantucket, Mass	James Codd	Collector	18 40	1,621 00
	William P. Hiller	do	2 60	
	William H. Waitt	Deputy collector and inspector	1,000 00	
	Matthew Macy	do	600 00	
Bristol, R. I	W. R. Taylor	Collector	90 30	1,651 30
	Allert C. Bennett	Inspector	1,095 00	
	Henry W. Gladding	do	250 00	
	William M. Blye	Boatman	216 00	
Newport, R. I	S. W. Macy	Collector	639 96	
	Charles N. Tilley	Deputy collector	1,200 00	
	John H. Tilley	Inspector	1,095 00	

Statement showing the names and salaries or compensation of employes, &c.—Continued.

Port.	Name of officer or employe.	Title.	Amount paid each.	Total.
Newport, R. I.—Continued.	John B. Sanders.....	Inspector.....	\$600 00	\$4,954 96
	Asa B. Waite.....	do.....	300 00	
	John G. Shaffield.....	do.....	200 00	
	Peter W. Wilkey.....	Temporary inspector.....	152 00	
	David C. Denham.....	do.....	116 00	
	James Sherman.....	do.....	144 00	
	Charles Cozzens.....	do.....	8 00	
	H. O. Tift.....	Boatman.....	500 00	
Dunkirk, N. Y.....	P. P. Kidder.....	Collector.....	1,081 27	3,818 77
	F. H. Koch.....	Deputy collector and inspector.....	912 50	
	T. H. Starr.....	do.....	912 50	
	G. H. Sherwood.....	do.....	480 00	
	W. J. McKinstry.....	do.....	432 50	
Sag Harbor, N. Y.....	W. S. Havens.....	Collector.....	488 60	1,340 99
	W. S. King.....	Surveyor at Greenport.....	252 39	
	E. B. Harris.....	Inspector.....	180 00	
	William Lowen.....	Deputy collector.....	420 00	
Somers Point, N. J.....	Israel S. Adams.....	Collector.....	753 81	1,483 81
	Thomas E. Morris.....	Inspector.....	730 00	
Tuckerton, N. J.....	James H. Bartlett.....	Collector.....	398 93	3,225 43
	Samuel P. Bartlett.....	Deputy collector.....	777 50	
	Allen P. Tilton.....	Inspector.....	477 00	
	Benjamin Credmor.....	do.....	381 00	
	Charles W. Palmer.....	do.....	819 00	
	John W. Bartlett.....	do.....	372 00	
Perth Amboy, N. J.....	C. H. Houghton.....	Collector.....	317 61	7,536 01
	W. R. Coddington.....	do.....	943 65	
	J. Kearney Smith.....	Deputy collector.....	1,200 00	
	John H. Tynell.....	Inspector.....	1,095 00	
	I. Thorn Golding.....	do.....	1,095 00	
	D. T. Jarrard.....	do.....	500 00	
	William F. Brown.....	do.....	600 00	
	Benjamin D. Pearce.....	do.....	600 00	
	Henry Arbogast.....	do.....	156 00	
	Christians Anderson.....	Boatman.....	13 75	
	James Bateman.....	do.....	10 00	
	E. A. Carter.....	do.....	11 25	
	Gardner F. Carter.....	do.....	41 25	
	Frank Dawson.....	do.....	193 75	
	Spencer Dayton.....	do.....	7 50	
	John Drost.....	do.....	1 25	
	J. Duland.....	do.....	12 50	
	Charles Evegin.....	do.....	21 25	
	Franklin Griffin.....	do.....	8 75	
	Alonzo Horner.....	do.....	8 75	
	Robert Johnson.....	do.....	5 00	
	Schuyler Kempton.....	do.....	11 25	
	Augustus Kipp.....	do.....	7 50	
	Charles E. Kipp.....	do.....	13 75	
	Alexander Larimer.....	do.....	8 75	
	George Leash.....	do.....	26 25	
	James Marriott.....	do.....	3 75	
	Theodore Myers.....	do.....	48 75	
	William Myers.....	do.....	13 75	
	Robert Pateman.....	do.....	10 00	
	Benjamin Peterson.....	do.....	3 75	
	Christian Peterson.....	do.....	16 25	
	James Pettit.....	do.....	25 00	
	Abijah Riggs.....	do.....	8 75	
	Edward Russ.....	do.....	15 00	
	Alex. Seguire.....	do.....	6 25	
	Edgar Sofield.....	do.....	20 00	
	George W. Teeple.....	do.....	85 00	
	J. E. Tyrrell.....	do.....	172 50	
	N. H. Tyrrell.....	do.....	22 50	
	Daniel Weldon.....	do.....	20 00	
	John Weldon.....	do.....	12 50	
	John M. Weldon.....	do.....	37 50	
	Warren Weldon.....	do.....	60 00	
	W. H. Witworth.....	do.....	16 25	
	Mortimer Woods.....	do.....	22 50	
	James Yates.....	do.....	6 25	
Georgetown, D. C.....	Charles S. English.....	Collector.....	1,279 16	
	Jacob Young.....	Deputy collector and inspector.....	1,200 00	

COLLECTIONS, EXPENSES, ETC., OF CUSTOMS.

7

Statement showing the names and salaries or compensation of employes, &c.—Continued.

Port.	Name of officer or employé.	Title.	Amount paid each.	Total.
Georgetown, D. C. — Continued.	Isaiah L. Parkhurst...	Deputy collector and inspector	\$1,200 00	\$5,803 16
	Louis Clements	do	1,200 00	
	Thomas B. Cross	Inspector	200 00	
	Edw. P. Doherty	Special inspector	724 00	
Annapolis, Md.	John G. Taylor	Collector	319 35	1,795 83
	James Jones	Deputy collector	16 48	
	I. Guest King	Inspector	1,460 00	
Alexandria, Va.	David Turner	Collector	510 03	4,412 93
	F. E. Corbett	Deputy collector and inspector	1,500 00	
	Charles F. Bailey	do	212 90	
	Samuel Baker	Inspector	1,095 00	
	Ross S. Turner	do	1,095 00	
Eastville, Va.	George Toy	Collector	962 35	5,025 41
	Thomas W. Taylor	Deputy collector and inspector	1,460 00	
	N. S. Smith	do	830 00	
	John T. W. Custis	do	830 00	
	John A. M. Whealton	Boatman	335 00	
	Peter J. Carter	do	274 00	
	William J. Claville	do	334 06	
Petersburgh, Va.	B. S. Burch	Collector	496 67	5,930 67
	F. Gallagher	Special deputy and clerk	1,800 00	
	I. W. B. Matthews	Deputy collector and inspector	1,460 00	
	Joseph P. Evans	Inspector	856 00	
	George M. Arnold	do	316 00	
	James H. Bailey	Temporary inspector	24 00	
	L. W. Farrell	do	68 00	
	James Flowers	Boatman	180 00	
	James R. Stokes	Messenger	730 00	
Tappahannock, Va.	Edward M. Sandy	Collector	443 98	2,278 98
	Charles Williams	Surveyor	250 00	
	James I. McDonald	Special deputy collector	1,460 00	
	M. B. Gressit	Deputy collector and inspector	125 00	
Yorktown, Va.	Thomas E. Milstead	Collector	490 60	2,376 60
	William E. Crew	Special deputy collector	1,096 00	
	T. Jeff. Hill	Deputy collector and inspector	430 00	
	William Hawkins	Boatman	180 00	
	Jacob Jones	do	180 00	
Beaufort, N. C.	A. C. Davis	Collector	1,231 88	2,626 88
	L. A. Skanen	Deputy collector and inspector	1,095 00	
	C. Henry	Boatman	300 00	
New Berne, N. C.	F. A. Henry	Collector	1,561 35	7,782 35
	G. W. Young	Inspector	1,460 00	
	I. B. Respass	do	912 00	
	I. B. Abbott	do	1,068 00	
	A. Simpson	do	360 00	
	Jer. Abbott	do	730 00	
	J. J. Whitehurst	do	180 00	
	R. Williams	Messenger	311 00	
	G. W. Roberts	Boatman	300 00	
	Ben. Laurence	do	300 00	
	L. B. Whidber	do	300 00	
	W. Smith	do	300 00	
Edenton, N. C.	C. G. Manning	Collector	1,250 32	6,067 12
	William R. Houghton	Deputy collector and inspector	208 00	
	James H. Manning	do	1,120 00	
	George W. Cobb	do	1,460 00	
	L. B. Downs	do	728 00	
	James Z. Pratt	Inspector	430 00	
	C. F. Baxter	do	175 80	
	W. Tillitt	do	215 00	
	Robert Fearing	Boatman	240 00	
Georgetown, S. C.	Charles Fearing	do	240 00	2,246 00
	H. F. Heriot	Collector	431 00	
	T. W. Dickenson	Deputy collector and inspector	1,095 00	
	Edw. Laurence	Boatman	180 00	
	D. Armstrong	do	180 00	
Saint Mary's, Ga.	Thomas Indong	do	360 00	2,246 00
	Jos. Shepard	Collector	822 92	
	Charles W. Robbins	Deputy collector and inspector	488 00	
	P. H. Raiford	do	849 00	

Statement showing the names and salaries or compensation of employés, &c.—Continued.

Port.	Name of officer or employé.	Title.	Amount paid each.	Total.
Saint Mary's, Ga.—Continued.	A. Barrotti.....	Boatman.....	\$420 00	\$2,939 92
	G. Roberts.....	do.....	180 00	
	John Floyd.....	do.....	180 00	
Mobile, Ala.....	R. M. Reynolds.....	Collector.....	228 55	36,637 03
	J. C. Goodloe.....	do.....	3,540 93	
	Andrew Miller.....	Deputy collector and clerk.....	210 60	
	M. Goldsmith.....	do.....	1,835 20	
	L. O. Townsley.....	Clerk.....	1,568 10	
	J. A. Commerford.....	do.....	800 00	
	A. C. Colton.....	do.....	700 00	
	H. Thompson.....	Deputy collector.....	145 50	
	J. C. Goodloe.....	Clerk.....	751 70	
	D. H. Carter.....	Deputy collector.....	99 50	
	J. L. Goodloe.....	Deputy collector and clerk.....	2,083 40	
	John Murphy.....	Inspector.....	736 00	
	C. A. Edwards.....	do.....	1,340 00	
	H. G. Stickney.....	do.....	1,340 00	
	W. R. Chisholm.....	do.....	1,172 50	
	William Dougherty.....	do.....	1,172 50	
	S. W. Jones.....	do.....	644 00	
	Allen Alexander.....	do.....	644 00	
	C. D. Nicholas.....	do.....	1,021 50	
	Walter Brazil.....	do.....	1,021 50	
	W. T. Squires.....	do.....	483 00	
	J. A. Commerford.....	do.....	604 00	
	B. J. Spalding.....	do.....	420 00	
	W. H. Holly.....	do.....	528 50	
	R. Whittaker.....	Night inspector.....	155 00	
	W. H. Haynes.....	do.....	460 00	
	T. E. Williamson.....	do.....	988 50	
	Ben. de Limos.....	do.....	460 00	
	Samuel Taylor.....	do.....	737 50	
	R. Barber.....	do.....	305 00	
	F. Y. Anderson.....	Special inspector.....	1,075 50	
	William H. Betts.....	do.....	612 00	
	C. W. Dustan.....	do.....	164 00	
	P. Lardner.....	do.....	183 00	
	D. C. Whiting.....	Appraiser.....	2,752 75	
	Justin Ronayne.....	Storekeeper.....	1,340 00	
	J. H. Houston.....	Weigher and gauger.....	736 00	
	John Jackson.....	Temporary inspector.....	126 00	
	Randall Colman.....	Messenger.....	368 00	
	Pope Jones.....	do.....	304 80	
	W. Washington.....	Boatman.....	199 50	
	P. Balasco.....	do.....	199 50	
	John Moody.....	do.....	120 00	
	James Samuel.....	do.....	502 50	
	William Tayler.....	do.....	199 50	
	Chris. Smith.....	do.....	79 50	
	W. L. Ballariel.....	do.....	276 00	
	William Hughes.....	do.....	303 00	
	Chris. Taylor.....	do.....	204 00	
	J. A. Francis.....	do.....	120 00	
	M. Alexander.....	do.....	298 50	
	J. Perkins.....	do.....	180 00	
	Frank Cutta.....	do.....	96 00	
Natchez, Miss.....	B. W. Fitzhugh.....	Collector.....		503 30
	R. W. Mullen.....	Collector.....	1,327 44	
Brashear, La.....	E. W. Holbrook.....	do.....	221 39	9,957 83
	S. M. Durrall.....	Inspector.....	492 00	
	W. H. Haskell.....	do.....	1,096 00	
	F. A. Hamilton.....	do.....	688 00	
	W. R. White.....	do.....	48 00	
	S. R. Pile.....	do.....	572 00	
	J. A. Brookshire.....	do.....	948 00	
	W. M. Hanchett.....	do.....	1,096 00	
	D. H. Reese.....	do.....	1,096 00	
	R. W. Mitchell.....	do.....	1,096 00	
	Gustave Baker.....	do.....	348 00	
	W. M. Contine.....	Temporary inspector.....	90 00	
	George C. Marshall.....	Boatman.....	411 00	
	Benjamin Robinson.....	do.....	276 00	
	J. G. Brookshire.....	do.....	152 00	
Apalachicola, Fla.....	A. J. Murat.....	Collector.....	665 50	
	A. H. Low.....	Deputy collector and inspector.....	1,095 00	
	Calvin Hernden.....	Messenger.....	300 00	
	Gaspar Messina.....	Boatman.....	2 50	

COLLECTIONS, EXPENSES, ETC., OF CUSTOMS.

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Statement showing the names and salaries or compensation of employes, &c.—Continued.

Port.	Name of officer or employé.	Title.	Amount paid each.	Total.
Apalachicola, Fla.— Continued.	Theodore Jones.....	Boatman.....	\$20 00	\$2,167 50
	Henry Swain.....	do.....	5 00	
	Reuben Robinson.....	do.....	2 50	
	Henry Collins.....	do.....	5 00	
	A. J. Murat.....	do.....	15 00	
	Anthony Porter.....	do.....	17 00	
	Henry Thornton.....	do.....	10 00	
	George Cooper.....	do.....	2 50	
	Jackson Willern.....	do.....	10 00	
	Robert Watson.....	do.....	5 00	
	Young Pinkard.....	do.....	2 50	
	George Ramsey.....	do.....	2 50	
	Patrick Pope.....	do.....	2 50	
	Lawson Long.....	do.....	2 50	
	Robert Wilson.....	do.....	2 50	
Fernandina, Fla.....	Henry Hazen.....	Collector.....	967 15	4,308 15
	Theo. L. Lewis.....	Deputy collector and inspector	1,096 00	
	Henry W. King.....	Inspector.....	822 00	
	Peter Bonard.....	do.....	548 00	
	Benjamin King.....	Boatman.....	335 00	
	Chatham Harris.....	do.....	270 00	
	Richard Wilkinson.....	do.....	270 00	
Saint Augustine, Fla....	A. J. Goss.....	Collector.....	570 35	5,837 43
	William S. Abbott.....	Deputy collector and inspector	1,217 40	
	James Paine.....	do.....	1,217 40	
	William A. Fry.....	Inspector.....	791 00	
	Philip Benjamin.....	Boatman.....	320 00	
	Lewis Berry.....	do.....	320 00	
	Frank Sams.....	do.....	166 33	
	Emanuel Mathews.....	do.....	180 00	
	Thomas L. Paine.....	do.....	360 00	
	Minor S. Jones.....	do.....	360 00	
	James Riley.....	do.....	180 00	
	H. Somerville.....	do.....	90 00	
	Chilmon Bryan.....	do.....	64 95	
Jacksonville, Fla.....	John R. Scott.....	Collector.....	1,221 18	6,005 18
	Charles W. Blew.....	Deputy collector and inspector	1,460 00	
	William F. Keeler.....	Inspector.....	1,095 00	
	Edward Higgins.....	do.....	789 00	
	John Smith.....	Boatman.....	360 00	
	H. H. Thompson.....	do.....	360 00	
	Charles Demps.....	do.....	360 00	
	P. H. Galway.....	do.....	300 00	
	William Taylor.....	do.....	60 00	
Cedar Keys, Fla.....	Hiram Levy.....	Collector.....	408 66	7,883 93
	J. Blumenthal.....	do.....	794 60	
	Max Blumenthal.....	Deputy collector.....	984 00	
	E. A. Albee.....	do.....	648 00	
	Thomas McKnight.....	do.....	412 00	
	Thomas L. Good.....	do.....	200 00	
	Gustave Jamicke.....	do.....	896 50	
	William N. Saunders.....	Special deputy.....	92 00	
	J. W. Valentine.....	Inspector.....	174 00	
	J. G. Edmonson.....	do.....	180 00	
	John G. Williams.....	do.....	118 00	
	David Castello.....	Boatman.....	125 00	
	David Moore.....	do.....	300 00	
	M. C. Mathews.....	do.....	164 17	
	Charles Williard.....	do.....	30 00	
	F. G. Edmonson.....	do.....	127 00	
	Amos Hargrett.....	do.....	300 00	
	Samuel Lamb.....	do.....	240 00	
	L. H. Henderson.....	do.....	225 00	
	Daniel Walker.....	do.....	300 00	
	Isaac Howard.....	do.....	225 00	
	Andrew McNight.....	do.....	225 00	
	James Madson.....	do.....	200 00	
	Alfred Jackson.....	do.....	105 00	
	Hugh Buford.....	do.....	100 00	
	Isaac Dent.....	do.....	60 00	
	Henry Williams.....	do.....	50 00	
	Andrew Frisbee.....	do.....	50 00	
	Jerry Myers.....	do.....	60 00	
	Abraham Edwards.....	do.....	90 00	
Corpus Christi, Tex....	N. Plato.....	Collector.....	1,250 00	
	R. Paschal.....	do.....	645 70	

Statement showing the names and salaries or compensation of employes, &c.—Continued.

Port.	Name of officer or employé.	Title.	Amount paid each.	Total.
Corpus Christi, Tex.— Continued.	N. Plato	Collector	\$407 50	\$23, 082 06
	R. Paschal	do	782 50	
	J. W. Ward	Deputy collector and clerk	2, 019 10	
	L. A. Duck	do	1, 587 31	
	C. F. Brewster	do	1, 212 00	
	H. M. Clelland	do	1, 584 00	
	R. J. Hobben	Deputy collector and inspector	1, 336 00	
	J. F. Farrell	Inspector and clerk	1, 456 00	
	H. J. Phelps	do	1, 100 00	
	M. Dunn	do	1, 716 00	
	E. H. Wheeler	do	1, 012 00	
	I. C. Sheldon	do	1, 216 00	
	J. Downing	Inspector and storekeeper	1, 340 00	
	E. D. Rawson	Inspector	1, 036 00	
	W. G. Holden	do	576 00	
	H. C. Cornell	do	764 00	
	S. Welch	do	328 95	
	J. M. Suiston	do	424 00	
	J. C. Green	do	728 00	
	A. D. Bracht	do	176 00	
	S. Sinclair	Porter	350 00	
	C. Clayton	do	35 00	
Brownsville, Tex	John L. Haynes	Collector	2, 917 10	
	E. H. Goodrich	Deputy collector and clerk	2, 500 00	
	G. G. Davis	do	2, 500 00	
	S. W. Russell	Deputy collector and inspector	2, 400 00	
	Samuel J. Stewart	do	1, 460 00	
	John Vale	do	1, 460 00	
	J. M. Bailey	Clerk	2, 000 00	
	A. H. Longley	do	2, 000 00	
	F. E. Starch	do	1, 600 00	
	W. F. Dennett	Clerk and appraiser	1, 546 00	
	D. F. Mitchell	do	1, 330 00	
	Nat Mitchell	Storekeeper and weigher	1, 800 00	
	Patrick O'Mally	Inspector	1, 460 00	
	George William Miller	do	736 00	
	Eugene Gugman	do	1, 460 00	
	Albert Dean	do	1, 460 00	
	Joseph Dunn	do	1, 460 00	
	T. O. Rench	do	1, 460 00	
	John O. Thompson	do	1, 460 00	
	T. B. Russell	do	1, 460 00	
	John S. Mansur	do	1, 460 00	
	F. C. Mason	do	1, 460 00	
	T. J. Handy	do	1, 460 00	
	J. M. Frank	do	1, 460 00	
	J. M. Govern	do	1, 460 00	
	William M. O'Leary	do	1, 460 00	
	George W. Miller	do	1, 460 00	
	William Devine	do	1, 460 00	
	Luciano Munos	do	1, 460 00	
	Camilo Saeno	do	1, 460 00	
	L. H. Box	do	1, 460 00	
	E. A. Mills	do	768 00	
	G. W. Lowe	do	600 00	
	Thomas Baker	Temporary inspector	24 00	
	Sarah K. Pierce	Female inspector	567 00	
	E. Cunningham	do	525 00	
	Charles Wilson	Inspector	912 50	
	William Muguera	do	912 50	
	Nasario Quinga	Watchman	912 50	
	G. H. Watson	Messenger	600 00	
	William Thomas	Boatman	480 00	
Saint Joseph, Mo	J. B. Hawley	Surveyor		56, 830 60
	J. E. Marsh	do		356 90
	John G. Pool	Collector	2, 500 00	350 00
	George W. Dane	Deputy collector and inspector	1, 200 00	
	Amandar Moore	do	600 00	
	George S. Haskins	do	300 00	
	John H. Johnston	do	200 00	
	J. W. Sylvester	do	200 00	
	George J. Krebs	do	200 00	
	Thomas C. McGee	do	1, 095 00	
	Daniel K. Huntington	do	600 00	
	Hubbard M. Clemons	do	392 39	
	Benj. W. Thompson	Deputy collector and clerk	800 00	
				8, 087 39
Marquette, Mich	Joseph W. Chandler	Collector	2, 500 00	

Statement showing the names and salaries or compensation of employés, &c.—Continued.

Port.	Name of officer or employé.	Title.	Amount paid each.	Total.
Marquette, Mich.— Continued.	Lester McKnight	Deputy collector	\$1,200 00	
	Hylar A. Downs	Deputy collector, inspector, and clerk.	1,800 00	
	Edward Seymour	do	1,000 00	
	Stephen Goss	do	192 95	
	Albert Ellsworth	do	307 05	
	William R. Perry	do	300 00	
	Josiah R. Brooks	do	400 00	
	Ashbell B. Roach	do	852 00	
	Joseph Kemp	do	82 50	
	Henry C. Carleton	do	769 50	
	Owen W. Robinson	do	610 00	
	Peter C. Bird	do	488 00	
	John Q. Bernard	do	488 00	
	John A. French	do	572 50	
	Albert C. Haywood	do	488 00	
	Alfred Meads	do	610 00	
	Hiram K. Cole	Deputy collector and inspector	912 50	
	Addison A. Cole	Special inspector	504 00	
	Charles G. Osborn	do	132 00	
	William J. Newcomb	Aid to the revenue	852 00	
	John A. French	Laborer	67 83	
				\$15,128 83
Alton, Ill	W. T. Miller	Surveyor		358 20
Keokuk, Iowa	S. M. Clark	do		350 00
Pembina, Dak	John C. Stoener	Collector	1,788 69	
	Jacob Frankenfield	do	418 96	
	Nelson E. Nelson	Deputy collector, inspector, and clerk.	1,460 00	
	George W. Moore	do	2,000 00	
	Henry F. Douglass	do	1,095 00	
	Joseph Smith	do	912 00	
	Jonathan U. Green	do	183 00	
	Thomas F. Masterson	Inspector and clerk	1,277 50	
	Charles Cavilier	Inspector	760 00	
	William F. Babcock	do	152 50	
	George W. Reed	Mounted inspector	1,064 00	
	William Dretchpo	do	213 50	
	John Fadden	do	1,064 00	
	Joseph Walker	do	213 50	
	Howard R. Vaughn	do	1,064 00	
	William M. Weisel	do	213 50	
	William Q. Goodfellow	do	1,277 50	
	Minnie E. Nelson	Female inspector	184 50	
	Jacob Jansen	Storekeeper	305 00	
				15,647 15
San Diego, Cal	I. W. McCormick	Collector	1,173 92	
	W. W. Bowers	do	1,826 08	
	John Scallan	Inspector	999 60	
	J. M. Asher	do	1,580 00	
	Frank Cowden	do	832 40	
	L. L. Howland	Mounted inspector	698 80	
	Henry Piley	do	1,164 30	
	H. L. Ranney	do	296 70	
	Frank W. Choate	Temporary inspector	4 00	
	W. W. Collins	do	4 00	
				8,579 80
Empire City, Oreg	David Bushey	Collector	316 21	
	David L. Watson	do	724 39	
	A. A. Skinner	Deputy collector and inspector	750 00	
	Morton Tower	do	450 00	
	John Nicholson	do	959 25	
	T. W. Crook	do	1,000 00	
	M. Riley	do	1,000 00	
				5,199 85
Port Townsend, Wash	S. Garfield	Collector	252 70	
	H. A. Webster	do	2,747 30	
	Philip D. Moore	Deputy collector and clerk	210 60	
	L. H. Briggs	do	2,085 60	
	Jacob Stitzel	do	1,875 00	
	Henry Wellington	Deputy collector and inspector	239 64	
	William M. Harned	Clerk and inspector	1,600 00	
	Thomas Stratton	Inspector	1,420 00	
	A. B. Young	do	1,276 00	
	C. C. Finkboner	do	248 00	
	H. F. Smith	do	236 00	
	John M. Izett	do	1,460 00	
	D. M. Littlefield	do	1,460 00	
	Frank H. Winslow	do	1,460 00	
	E. W. Blake	do	1,088 00	

Statement showing the names and salaries or compensation of employes, &c.—Continued.

Port.	Name of officer or employé.	Title.	Amount paid each.	Total.
Port Townsend, Wash.— Continued.	S. D. Howe	Inspector	\$1,188 00	\$25,098 81
	D. N. Hyde	do	1,312 00	
	Edw. H. Brown	do	148 00	
	W. A. Hubbard	do	292 00	
	E. G. Morse	Watchman	848 05	
	John H. Bartlett	do	51 92	
	William M. Seavey	Boatman	900 00	
	James Furlong	do	900 00	
	M. H. Gleason	do	900 00	
	Julius Flint	do	900 00	
Sitka, Alaska	M. P. Berry	Collector	3,306 20	10,666 18
	L. A. Carr	Deputy collector	252 77	
	George R. McKnight	Deputy collector and inspector	1,500 00	
	F. Mahoney	do	26 37	
	A. Milletich	do	1,173 80	
	Lee Roy Woods	do	750 00	
	Luke Shuran	do	1,401 10	
	William B. Daniels	Inspector	696 00	
	J. C. Dennis	do	248 00	
	E. G. Harvey	do	780 00	
	J. E. Helstedt	Temporary inspector	8 00	
	C. E. Judd	Clerk	248 35	
	Fred Blossoff	Boatman	275 59	
Indianola, Tex.	C. R. Prouty	Collector	2,653 99	12,605 32
	W. S. Chichester	Surveyor	550 50	
	N. M. McCreary	Deputy collector	1,126 40	
	N. B. McCreary	Deputy collector and inspector	1,750 00	
	E. Buchel	Mounted inspector	1,460 00	
	J. N. Shafter	do	536 00	
	C. W. Hartrup	Inspector and clerk	1,340 00	
	B. W. Burnell	Inspector	1,340 00	
	H. A. Burbank	do	756 00	
	S. M. Johnson	do	16 00	
	W. P. Milley	Storekeeper	275 00	
	E. P. Burbank	Porter and messenger	330 00	
	Mad. Gray	Boatman	300 00	
	J. Harrison	do	171 43	
				12,605 32
				419,823 00

COIN IN THE TREASURY.

LETTER .

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

*In response to resolution of the House of Representatives of January 24, 1876,
a statement of the amount of coin in the Treasury at the close of business
on the 31st of December, 1875.*

FEBRUARY 10, 1876.—Referred to the Committee on Ways and Means and ordered to be
printed.

TREASURY DEPARTMENT,
Washington, D. C., February 7, 1876.

SIR: In response to a resolution of the House of Representatives of January 24, 1876, I have the honor to state that there was in the Treasury, belonging to the United States, as appeared by the books and Treasurer's returns, at the close of business December 31, 1875, a coin balance of \$79,824,448.01, consisting of the following items:

Gold coin and bullion	\$53,994,734 99
Silver coin and bullion	12,093,679 69
Coin interest coupons	9,369,130 38
Gold certificates of deposit	3,488,220 00
Coin items in transit between offices, &c.	878,682 95
Making a total of	79,824,448 01

The amount of five-per-cent. bonds bearing gold interest which was sold from February 1, 1875, to October 2, 1875, for the purpose of providing means for the payment of silver and the retirement of legal-tender notes, as provided by the specie-resumption act of January 14, 1875, aggregates—

Principal	\$15,215,500 00
Interest paid and due	574,017 82
Interest accrued from February 1 to February 5	8,337 26

I transmit herewith a statement showing the amount of silver purchased under the provisions of the act entitled "An act to provide for the resumption of specie payments;" the date of the several purchases, and the price paid for each.

The silver purchased by this Department has been paid for with the proceeds of five-per-cent. bonds sold, and the balance of the proceeds

of said bonds, together with revenues of the Government, has been applied to the retirement of legal tenders, as provided by the specie-resumption act above referred to.

Very respectfully,

B. H. BRISTOW,
Secretary.

Hon. M. C. KERR,
Speaker of the House of Representatives.

Purchases of silver bullion from January 14 to December 31, 1875, under the act approved January 14, 1875.

Date.	Time silver purchased.		
	Standard weight.	Price per standard ounce in gold coin.	Value.
	Ounces. dec.	Dolls. cts. m.	
Feb. 5, 1875.....	56,545 58	1 13 2	\$64,241 96
Feb. 6, 1875.....	4,112 98	1 13 4	4,668 79
Feb. 9, 1875.....	19,955 21	1 13 4	22,651 86
Feb. 11, 1875.....	25,432 13	1 13 4	28,883 36
Feb. 13, 1875.....	14,593 61	1 13 4	16,565 72
Feb. 13, 1875.....	433,475 18	1 13 1	490,536 12
Feb. 16, 1875.....	14,919 80	1 13 4	16,935 99
Feb. 17, 1875.....	25,457 76	1 13 3	28,878 90
Feb. 17, 1875.....	9,099 51	1 13 4	10,329 16
Feb. 17, 1875.....	73,529 01	1 12 5	82,720 21
Feb. 20, 1875.....	13,923 45	1 13 4	15,805 00
Feb. 23, 1875.....	4,085 16	1 13 4	4,637 20
Feb. 24, 1875.....	6,860 87	1 13 4	7,788 01
Feb. 25, 1875.....	4,562 21	1 13 4	5,178 73
Feb. 26, 1875.....	29,973 74	1 13 3	33,998 21
Feb. 27, 1875.....	12,108 82	1 13 4	13,745 15
Mar. 2, 1875.....	14,882 52	1 13 4	16,893 68
Mar. 2, 1875.....	18,807 29	1 13 3	21,331 42
Mar. 3, 1875.....	6,100 73	1 13 4	6,925 15
Mar. 3, 1875.....	10,347 51	1 13 4	11,745 82
Mar. 4, 1875.....	13,948 41	1 13 4	15,835 01
Mar. 6, 1875.....	5,880 51	1 13 4	6,676 86
Mar. 8, 1875.....	1,521 81	1 12 5	1,712 04
Mar. 11, 1875.....	5,249 52	1 13 4	5,958 92
Mar. 11, 1875.....	265,604 25	1 12 9	300,000 00
Mar. 12, 1875.....	6,186 47	1 13 4	7,022 48
Mar. 15, 1875.....	4,605 02	1 13 4	5,227 32
Mar. 16, 1875.....	22,135 59	1 13 4	25,126 28
Mar. 16, 1875.....	5,915 71	1 13 4	6,714 60
Mar. 17, 1875.....	6,159 14	1 13 4	6,991 45
Mar. 17, 1875.....	17,438 72	1 13	19,662 05
Mar. 18, 1875.....	5,937 89	1 13 4	6,740 30
Mar. 19, 1875.....	21,794 32	1 13 5	24,681 71
Mar. 19, 1875.....	3,210 10	1 13	3,627 41
Mar. 23, 1875.....	16,818 43	1 13 4	19,093 98
Mar. 24, 1875.....	8,195 73	1 13 4	9,298 61
Mar. 25, 1875.....	4,693 08	1 13 4	5,327 28
Mar. 26, 1875.....	22,077 38	1 13 4	25,060 84
Mar. 26, 1875.....	7,958 56	1 13 4	9,034 03
Mar. 27, 1875.....	11,770 00	1 13 3	13,326 17
Mar. 27, 1875.....	8,651 98	1 13 4	9,821 17
Mar. 29, 1875.....	29,524 79	1 13	33,430 00
Mar. 30, 1875.....	23,628 55	1 13	26,786 14
Mar. 31, 1875.....	17,691 16	1 13 4	20,081 88
Apr. 1, 1875.....	13,782 22	1 13 4	15,642 14
Apr. 3, 1875.....	9,511 28	1 13 4	10,796 59
Apr. 5, 1875.....	2,408 20	1 12 2	2,703 20
Apr. 5, 1875.....	23,368 38	1 13 4	26,517 52
Apr. 23, 1875.....	374,985 63	1 13 8	426,921 14
Apr. 24, 1875.....	555,555 55	1 12 5	627,500 00
May 18, 1875.....	17,808 96	1 13 0	20,115 21
May 21, 1875.....	33,934 25	1 12 8	38,290 56
May 25, 1875.....	8,863 23	1 12 5	9,971 13
May 26, 1875.....	5,593 43	1 12 5	6,292 66
June 1, 1875.....	4,825 24	1 12 2	5,417 53
June 1, 1875.....	6,535 31	1 12 0	7,322 82
June 1, 1875.....	9,497 31	1 12 0	10,641 73

Purchases of silver bullion from January 14 to December 31 1875, &c.—Continued.

Date.	Time silver purchased.		
	Standard weight.	Price per standard ounce in gold coin.	Value.
	<i>Ounces. dec.</i>	<i>Dolls. cts. m.</i>	
June 1, 1875.....	3,095 30	1 11 8	\$3,461 32
June 1, 1875.....	12,602 50	1 09 3	13,780 83
June 1, 1875.....	13,919 59	1 10 0	15,596 90
June 3, 1875.....	555,555 55	1 12 5	624,999 99
June 3, 1875.....	43,408 55	1 11 6	48,443 94
June 5, 1875.....	5,036 91	1 09 3	5,507 86
June 7, 1875.....	4,095 07	1 09 3	4,477 95
June 12, 1875.....	5,485 25	1 09 3	5,998 12
June 14, 1875.....	2,216 00	1 09 3	2,423 20
June 15, 1875.....	23,658 73	1 09 3	25,870 79
June 16, 1875.....	6,441 36	1 09 3	7,043 62
June 17, 1875.....	10,143 89	1 09 3	11,092 33
June 18, 1875.....	11,035 90	1 09 3	12,067 75
June 19, 1875.....	2,397 86	1 09 3	2,622 05
June 21, 1875.....	22,758 93	1 09 3	24,886 89
June 22, 1875.....	11,946 91	1 09 3	13,063 94
July 8, 1875.....	777 00	1 09 1	847 90
July 10, 1875.....	1,292 06	1 09 1	1,409 94
July 16, 1875.....	178,813 67	1 11 6	199,556 06
July 17, 1875.....	453,469 39	1 08 9	493,828 17
July 19, 1875.....	956 70	1 09 1	1,046 15
Aug. 6, 1875.....	19,887 56	1 10 5	21,993 15
Aug. 7, 1875.....	5,313 58	1 10 2	5,870 17
Aug. 11, 1875.....	27,086 48	1 10 7	29,984 73
Aug. 12, 1875.....	3,072 78	1 10 7	3,401 56
Aug. 12, 1875.....	17,685 65	1 10 9	19,617 81
Aug. 16, 1875.....	10,308 87	1 10 9	11,435 11
Aug. 18, 1875.....	5,368 49	1 10 9	5,955 00
Aug. 19, 1875.....	4,663 50	1 10 9	5,172 98
Aug. 20, 1875.....	5,701 30	1 11 0	6,330 58
Aug. 23, 1875.....	4,388 33	1 11 0	4,872 69
Aug. 24, 1875.....	21,023 89	1 11 3	23,415 36
Aug. 25, 1875.....	5,574 82	1 11 3	6,208 95
Aug. 30, 1875.....	7,112 29	1 11 3	7,921 31
Aug. 30, 1875.....	1,865 89	1 09 1	2,036 17
Sept. 2, 1875.....	11,541 71	1 11 3	12,854 52
Sept. 3, 1875.....	10,513 65	1 11 3	11,709 58
Sept. 4, 1875.....	3,288 89	1 11 3	3,663 00
Sept. 8, 1875.....	22,959 83	1 11 3	25,571 52
Sept. 9, 1875.....	8,867 37	1 11 3	9,876 03
Sept. 10, 1875.....	7,239 13	1 11 1	8,062 58
Sept. 11, 1875.....	24,687 52	1 11 1	27,440 17
Sept. 13, 1875.....	8,885 44	1 11 1	9,876 17
Sept. 14, 1875.....	21,034 87	1 11 0	23,356 58
Sept. 15, 1875.....	33,955 47	1 11 0	37,703 31
Sept. 15, 1875.....	19,958 83	1 11 0	22,161 77
Sept. 16, 1875.....	9,014 60	1 11 0	10,009 58
Sept. 17, 1875.....	9,022 06	1 11 0	10,017 86
Sept. 18, 1875.....	4,141 25	1 11 0	4,598 35
Total	4,105,310 35	.....	4,608,971 55

COIN IN THE TREASURY.

Doré bullion.

Date.	Amount.		
	Stand'rd weight of silver con- tained.	Price per stand- ard ounce in gold coin.	Value of silver contained.
	<i>Ounces. dec.</i>	<i>Dolls. cts. m.</i>	
Mar. 15, 1875.....	535,142 11	1 13 8	\$609,259 29
Mar. 17, 1875.....	100,027 62	1 12 8	112,906 10
April 2, 1875.....	110,042 29	1 12 8	124,210 41
June 1, 1875.....	750,237 61	1 09 3	820,384 83
June 8, 1875.....	748,914 67	1 07 1	802,087 57
July 2, 1875.....	256,578 32	1 08 9	279,413 79
July 14, 1875.....	108,855 93	1 07 1	116,584 70
Aug. 23, 1875.....	73,544 54	1 08 4	79,759 08
Aug. 26 to 30, 1875.....	868,495 39	1 09 1	947,745 58
Aug. 28, 1875.....	273,587 56	1 08 9	297,936 87
Aug. 31, 1875.....	154,166 45	1 08 9	167,887 26
Sept. 2, 1875.....	36,067 83	1 08	38,953 26
Oct. 4, 1875.....	163,555 93	1 08 4	177,376 41
Nov. 4, 1875.....	188,496 71	1 09 8	206,969 40
Total.....	4,367,712 96	.....	4,781,474 55

Recapitulation.

Description of bullion.	Amount purchased.	
	Standard weight.	Value.
	<i>Ounces. dec.</i>	
Fine silver.....	4,105,310 35	\$4,608,971 55
Doré silver.....	4,367,712 96	4,781,474 55
Total purchases to December 31, 1875	8,473,023 31	9,390,446 10

H. R. LINDERMAN,
Director of the Mint.

OFFICE DIRECTOR OF THE MINT, *February 1, 1876.*

NOTE.—Purchases to the amount of about \$500,000, silver, authorized during the months of November and December, at the mint in San Francisco, are not included in the above statement, as the detailed account has not been received at this office. This amount, if added, would make the total purchases to December 31, 1875, \$9,890,446.10.

SURVEY OF BLACK HILLS.

FEBRUARY 14, 1876.—Referred to the Committee on the Territories and ordered to be printed.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

SUBMITTING

Estimate of appropriation for expense of geological exploration and report of Black Hills country.

DEPARTMENT OF THE INTERIOR,
Washington, January 14, 1876.

SIR: I have the honor to transmit herewith a copy of report dated the 13th instant, from the Commissioner of Indian Affairs, upon the subject of the survey of the so-called Black Hills, by Professor Walter P. Jenney, Engineer of Mines, &c., under direction of this Department, dated 26th March, 1875.

As the country known as the Black Hills is within the area reserved to the Sioux Indians by treaty stipulation, and any invasion of it by unauthorized parties might have occasioned serious difficulty with these warlike tribes, it seemed not only expedient, but highly necessary, in view of the excited state of the country consequent upon the statements in circulation through the medium of the press and otherwise, that the truth or falsity of the reports relative to the mineral wealth of that region should be ascertained in order that, in the event of required legislation, the subject might be understandingly presented to Congress for its early action.

The work of the survey has been thoroughly executed, and its necessity amply demonstrated, but no fund exists applicable to the payment of the expenses incident thereto. I therefore respectfully present an estimate of appropriation for \$25,000, submitted by the Commissioner of Indian Affairs, for the purpose named, together with the copies of correspondence noted in his report, before referred to, and earnestly recommend the subject to the favorable consideration of Congress.

I have the honor to be, very respectfully, your obedient servant,
Z. CHANDLER,
Secretary.

The SPEAKER of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 13, 1876.

SIR: Referring to letter from the Department of the 26th March, 1875, advising this Office that Prof. Walter P. Jenney, Engineer of Mines, had been appointed geologist to explore the so-called Black Hills, I have the honor to state that the survey in question has been performed by Professor Jenney and his assistants, who are now in this city working up the results of their exploration.

The intention of this Office, having in view the very general and urgent demand for further information as to the mineral and other resources of this region, and sanctioned by your predecessor, being that the expenses of the survey should be paid from the "beneficial-object fund," appropriated for the Sioux Indians, who claim the ownership of this section, no special appropriation was asked, or, as matter of fact, Congress not being in session, could at the time be obtained, to meet these expenses, but funds from the appropriation above named were placed to his credit, and accounts for his necessary expenses were allowed by this Office and forwarded to the Second Auditor of the Treasury for settlement until December 3, 1875.

Upon that date certain of these accounts were returned by the Second Auditor, (see copy of letter herewith,) and the attention of this Office called to section 3681, page 728, of the United States Revised Statutes. This section, enacted August 26, 1842, provides that "no accounting or disbursing officer of the Government shall allow or pay any account or charge whatever growing out of or in any way connected with any commission or inquiry * * * until special appropriation shall have been made by law to pay such accounts and charges."

This provision of law, which had probably escaped the attention of my predecessor, leaves Mr. Jenney and his assistants, and other persons to whom the expedition has become necessarily indebted, without means for settling their accounts, while I am free to confess to some embarrassment in being obliged to suspend action, for want of funds, upon claims so meritorious.

I have, therefore, prepared, and have the honor to inclose herewith, an estimate of appropriation that will be required to meet all the expenses above referred to, and to re-imburse the appropriation for "beneficial objects," for the Sioux, from which the funds had, prior to the decision of the Second Auditor, been drawn and placed to Professor Jenney's credit.

This amount, together with the charges necessarily incident to the preparation and completion of Professor Jenney's final report, is shown, by the statement inclosed, to be \$22,283.48. I am disposed to increase this amount to the sum of \$25,000, to provide for unforeseen contingencies in the preparation of Professor Jenney's report.

In connection with the above, I also submit copy of letter from Prof. J. S. Newberry, State geologist of Ohio and professor of geology at the School of Mines in New York City, under date of the 6th instant, wherein Professor Newberry gives not unexpected commendation to Professor Jenney's collection of geological specimens, and to such of the other results and notes of his explorations as have been informally presented for inspection and technical criticism.

I also inclose a copy of a communication which I received from Professor Jenney yesterday, in which he has briefly sketched the history

of the expedition, and makes acknowledgment of services rendered by the officers of the Army. I respectfully request that this matter be laid before Congress with such favorable recommendations for early action by that honorable body as may be deemed advisable by the Department.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

Hon. SECRETARY OF THE INTERIOR.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE,
December 3, 1875.

SIR: I respectfully return herewith the claims enumerated hereafter, viz: In favor of J. D. Beville for \$164.15, of Henry S. Neal for \$304, of Asa Hodges for \$160, of B. F. Hawkes for \$583.98, of Albert Swalm for \$472, of John S. Collins for \$736, and of Abram Comingo for \$856, received from your Office for settlement October 1, 12, and 26, and November 19, 1875, respectively.

These claims are all for services in connection with commissions of inquiry or investigations, and it is believed that this Office is forbidden by law (see section 3681 United States Revised Statutes, page 728) to report them to the Second Comptroller for payment.

As Congress will be in session within a few days, it is, in justice to the claimants, considered best to return the claims, that such estimates may be submitted, for special appropriation, as you may deem proper. The same question is involved in the claim of H. R. Sullivan, stenographer to the Red Cloud commission, not yet finally adjusted.

Very respectfully,

E. B. FRENCH,
Second Auditor.

Hon. COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 8, 1876.

SIR: In accordance with your request, I have the honor to present the following estimates for the cost of preparation of geological report of the exploration of the Black Hills, with its accompanying maps, and also a statement of the expenses of the survey.

Very respectfully, your obedient servant,

WALTER P. JENNEY, E. M.,
Geological Exploration of the Black Hills.

Hon. J. Q. SMITH,
Commissioner of Indian Affairs.

Statement showing the cost of survey of the Black Hills country, and preparation of geological report of exploration of the same, under directions of Prof. Walter P. Jenney, E. M.

Botany.....	\$50 00
Examination of rocks collected.....	50 00
Assays of gold-ores and chemical analyses.....	200 00
Paleontology, with drawings and descriptions of new fossils collected.....	500 00
Freight and express on collections.....	50 00
Stationery, photographs, telegrams, copying report.....	150 00
Salary, extra draughtsman on preliminary map.....	70 00
Photolithographing.....	80 00
Desk purchased by order of Commissioner of Indian Affairs.....	40 00
Salary of assistant draughtsman on final maps for two months.....	300 00
Account of expenditures by Walter P. Jenney, rendered November 4.....	9,943 34
Account of A. E. Guerrin, subsequently rendered November 30.....	350 50
Account of Henry Newton, assistant geologist, rendered November 15.....	2,225 15
Account of V. T. McGillicuddy, topographer, rendered to November 1.....	825 18
Salary of H. P. Tuttle for July, August, and September.....	300 00

Account of H. P. Tuttle, astronomer, rendered to January 1, 1876	\$135 31
Salary of Walter P. Jenney from November 4 to April 15	1, 650 00
Traveling-expenses and subsistence from November 1 to April 15.....	500 00
Salary of Henry Newton from November 1 to April 15.....	1, 500 00
Subsistence from November 1 to April 15.....	300 00
Salary for V. T. McGillicuddy from November 1 to April 15.....	687 50
Subsistence for V. T. McGillicuddy from November 1 to April 15.....	300 00
Salary for H. P. Tuttle from November 1 to April 15.....	350 00
Subsistence from November 1 to April 15.....	250 00
Bills presented to Commissioner of Indian Affairs for instruments, &c.....	283 50
Account of C. G. Newberry, assistant astronomer, for traveling-expenses...	150 00
Account of John Brown for traveling-expenses.....	43 00
Cost of transportation furnished members of survey.....	1, 000 00
Total	22, 283 48

SCHOOL OF MINES, COLUMBIA COLLEGE,
CORNER FORTY-NINTH STREET AND FOURTH AVENUE,
New York, January 6, 1876.

DEAR SIR: At the request of Professor Jenney, I have examined the notes and collections of the Black Hills expedition, and forward to you a brief statement of the nature and value of the materials brought in by the geologists.

1st. The geological collections are quite large and are of special interest. These, with the field-notes of the geologists, will furnish the material for one of the most complete and interesting geological monographs ever published. The structure of the Black Hills seems to have been fully made out, and the conclusions of Messrs. Jenney and Newton seem to be confirmed in all essential particulars by the specimens which they have submitted to my inspection.

2d. Should the reports of Messrs. Jenney and Newton be published with illustrations of the material new to science which they have brought in, they will form one of the most exhaustive and creditable memoirs produced by our Government surveys, and I doubt if any material has been furnished by our western exploring parties better worth giving to the public.

3d. The cost of the preparation for report on the fossils collected, with drawings and descriptions of the new species, would not exceed \$500.

With great respect, your obedient servant,

J. S. NEWBERRY.

Hon. J. Q. SMITH,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 11, 1876.

SIR: In accordance with your request, I have the honor to present the following brief statement respecting the exploration of the Black Hills, of Dakota, made under my direction the past season.

I was appointed March 26, 1875, geologist in charge of the survey of the Black Hills, with Mr. Henry Newton as assistant geologist, by the honorable Secretary of the Interior, with instructions to proceed to Cheyenne, Wyo., and outfit the expedition at that place. Subsequently a topographer, astronomer, and assistant astronomer were appointed to aid me in the work. In compliance with instructions from the honorable Commissioner of Indian Affairs, I furnished bonds as a disbursing-officer in the sum of \$5,000. From time to time during the survey funds were deposited with the assistant treasurer at New York, subject to my order, which I expended in the purchase of supplies, payment of wages of employes, and other contingent expenses of the work; the aggregate of such deposits made to my official credit and disbursed by me was \$10,100. This did not include payment of salary and expenses of my assistants who individually presented their claims to the Indian Office for settlement on returning from the field in November.

The total cost of the seven months' field-work, including the cost of the deronometer and surveying instruments, was about \$15,000, an extremely small expenditure, which is due to the material aid and assistance given me by the War Department, which kindly furnished wagons, ambulance, team, and pack-mules, saddle-horses, equipage, tents, and harness, together with teamsters and professional packers, (paid by the

War Department,) and also allowed me to purchase at cost rations for my party of fifteen men from the Commissary of Subsistence.

The mineral and agricultural resources of the Black Hills, and the work accomplished by the survey, are briefly reviewed in a preliminary report made by me, accompanying the Report of the Commissioner of Indian Affairs for 1875, (page 181.)

I am at present engaged with the astronomer, topographer, and assistant geologist, in the preparation of the "Final report on the geology and mineral wealth of the Black Hills," and its accompanying maps, which work, notwithstanding many unforeseen delays, I hope to present to Congress for publication by April 15.

Very respectfully, your obedient servant,

WALTER P. JENNEY, E. M.,
Geologist Expedition of the Black Hills.

Hon. J. Q. SMITH,
Commissioner of Indian Affairs,

Estimate of appropriation required to meet the expenses of the survey of the Black Hills country.

For this amount, or so much thereof as may absolutely be necessary, to pay the expenses of the survey of the Black Hills country under Professor W. P. Jenney, including the expenses incident to the preparation of his final report, said sum to be available for immediate use..... \$25,000

H. Ex. 125—2

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SURVEY OF MISSISSIPPI RIVER BETWEEN SAINT LOUIS
AND CAIRO.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

A copy of the report of Col. J. H. Simpson, Corps of Engineers, on his survey in connection with the improvements of the Mississippi River between Saint Louis and Cairo.

FEBRUARY 15, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT, *February 12, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, for the information of the Committee on Commerce, in compliance with the request of Hon. William Hartzell, copy of report of Col. J. H. Simpson, of the Corps of Engineers, on his survey in connection with the improvements of the Mississippi River between Saint Louis and Cairo, and letter of the Chief of Engineers accompanying the same.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., February 12, 1876.

SIR: The letter of the Hon. William Hartzell, of the 5th instant, asking for a copy of the report of Colonel Simpson, of the Corps of Engineers, on his survey in connection with the improvements of the Mississippi River between Saint Louis and Cairo, referred to this Office for report, is herewith respectfully returned.

I beg leave to invite attention to the inclosed copy of report recently received at this Office from Colonel Simpson in relation to the wearing away of the bank of the Mississippi just above Cairo, sent for transmission to the Hon. Mr. Hartzell in compliance with his request, and, in view of the importance of the matter, would suggest that he be re-

requested to take measures for having it printed for the information of the Committee on Commerce of the House of Representatives.

By direction of Brigadier-General Humphreys and in his absence.

Very respectfully, your obedient servant,

JOHN G. PARKE,
Major of Engineers.

Hon. W. W. BELKNAP,
Secretary of War.

SURVEY OF THE MISSISSIPPI RIVER IN THE VICINITY OF CAIRO.

ENGINEER OFFICE, UNITED STATES ARMY,
Saint Louis, Mo., February 5, 1876.

GENERAL: I have the honor to forward herewith a tracing of a comparative map of the Mississippi River in the vicinity of Cairo, showing the changes during the interval between July, 1874, and November, 1875.

The shore-lines in black are those given by the survey made in November, 1875; those shown in yellow are from careful topographical sketches made at the time the triangulation was made in July, 1874. The rapid erosion of the Illinois shore opposite Eliza Towhead has caused great alarm to the citizens of Cairo, and fear that the Mississippi may continue to work its way toward a junction with the Ohio above the city, and leave the city on an island, both sides of which will be exposed to the action of the currents; or, if not, that the bend will approach the Ohio at a lower point, and in that case endanger the site of the city. They, consequently, as I have been informed, propose to apply to Congress for an appropriation for the protection of the caving bank from near the foot of Dickey's Island to the spur-dikes opposite the town. In anticipation of such application the survey of November, 1875, was made in order that the necessary information might be in readiness when required to enable Congress to pass upon the propriety of affording the relief asked for.

In order to fairly represent the approximation of the Mississippi toward a junction with the Ohio above the city, the shore-lines of the Ohio River have been carefully transferred from a map published in the Coast-Survey Report for 1864, (which is the best authority in possession of this Office,) and which is presumed to be substantially correct, as the banks of the Ohio are judged to be stable, and have changed but slightly, if at all, since the date of the survey used as authority.

The minimum distance between the two rivers is thus shown to be nearly 4,000 feet now, whereas it was, in July, 1874, 4,175 feet, a decrease of 175 feet during the interval of fifteen months. The point of least distance between the rivers does not coincide with the locality where the greatest erosion has occurred. According to the usual tendency of physical changes to progress down stream, it is reasonable to expect that the locality of greatest erosion the coming season will more nearly coincide with the point of least distance between the two rivers. Should this be the case, with the rate of maximum erosion in the past as an index to the future, the distance between the two rivers is likely to be reduced the coming season to about 3,500 feet. By scale-measurement on the Coast-Survey map of 1864, the distance between the two rivers was then 4,888 feet, and a map made in the office of the Cairo and Saint

Louis Railroad, makes the same distance 4,800 feet; the later map was made after the location of the railroad, which was made in the autumn of 1871, by Mr. S. E. McGregory, who is now an assistant in this office, and bears testimony that at that time the current did not set against the bank of the river; a statement which must be correct, as the road was finally built quite close to the river-bank, which certainly would not have been done if the bank had been caving at that time. These facts confirm the older maps in their testimony that the changes were slight between 1864 and 1871. The waste between 1871 (and probably a considerably later date) and July, 1874, must have been about 625 feet. The changes during the last few years have therefore been rapid, and by applying the rate it would be easy to calculate the comparatively short period required to establish the junction of the two rivers above the city.

All such calculations are deceptive, as erosions in any particular locality or in any particular direction are known to increase to a maximum, then decrease to a practical zero.

The apex of the bend will move down stream, and the point of maximum erosion travels with it. I therefore incline to the opinion that the apprehension of a junction of the rivers above the city is unfounded, as also that as to the present town-site being endangered at any date within prevision now. At the same time there can be no question but that a large part of the vacant ground in the rear of the town will be cut away in the early future, unless the river changes the course of its strongest current, which there is no apparent reason to expect.

At the lower end of the bend, as it now exists, a series of spur-dikes are found which were built by the Cairo Land Company in the period between 1858 and 1868, to check a then threatening erosion; these dikes doubtless served the purpose of their construction, but under the new conditions are themselves exposed to an attack in flank to which they present no sufficient resistance; one of the series at A on map has already been detached from the bank, and the rock of which it was built now lies in midchannel, forming a dangerous obstruction, and also aiding the river in the destruction of the next of the series by directing upon its flank the rapid current which passes between its remains and the shore. This second spur is already in a precarious situation, and will probably before spring be detached, when it will form a second dangerous obstruction, and in its turn hasten the destruction of the next of the series, and thus finally all will be detached.

In my judgment it is very important that these dikes be preserved, as they would serve as an efficient protection to the front they cover if themselves protected from flank attack by works above. In my report upon "Part of the third subdivision of Mississippi transportation route," (see Appendix CC 4, Report of Chief of Engineers, 1875, second part, page 492,) I said:

To maintain that navigation will require the revetment or other protection of caving banks. The estimated sum of \$4,000,000 is intended to cover the cost of such works, to preserve the channel at those points where the necessity is likely to occur.

Further examination would be necessary to determine where works of this character are most needed. The greater part, we may safely say, would be required between Commerce and the Ohio.

The bend now under consideration, and also the succeeding one on the Missouri shore nearer the mouth of the Ohio, also shown on the map as the scene of very active erosion, were in mind when that report was prepared as probably the first localities where protective works of serious extent would be required, and, in my judgment, the necessity for protec-

tive works at both these localities is immediate, in the interest of an improved navigation; because the position, shape, and depth of channel, throughout the part of the river shown on this map, are now favorable, and could be rendered permanent with as little cost as will ever be possible in the future, and conditions equally favorable may not occur again if the work be deferred; moreover, delay will assuredly result in transforming the spur-dikes already mentioned from beneficial structures to dangers similar to the noted Bacon Rock lately removed under the authority of Congress, after having caused many disasters to boats.

Passing to the consideration of the plans proposed for the protection of these banks, three several systems are suggested as probably effective. The first is a suggestion made by persons living at Cairo, and contemplates the construction of a dike extending from the Illinois shore, near the upper limit of the map, so as to force the channel to the right of Eliza Towhead. This is objectionable on the ground that it involves a radical change, which cannot be secured by any single dike, for the reason that single dikes perpendicular (or approximately so) to the current have no determinate effect; the employment of such dikes is legitimate only in *systems*, and a series of dikes sufficient to insure the result proposed would be very expensive in this locality. The second plan is to protect the caving bank by a series of short spur-dikes; and the third is to do the same by a continuous revetment. The experience gained from the work at Sawyer Bend, above Saint Louis, constructed under this Office, affords the means of comparing the merits of these two methods of bank-protection. Both having been tested, and both being successful, the choice may properly be left to consideration of cost of construction and repair, so far as the portion of the bank above the ordinary mean stage of the river is concerned. Below the level of the mean stage no dependence is to be placed upon any work which is not continuous.

In Sawyer Bend, both revetment and spur-dike rest upon a heavy longitudinal wall of riprap, founded in a trench at least 8 feet below low water and extending $5\frac{1}{2}$ feet above extreme low water, or about to the level of the mean low water of navigable seasons. Although these works have stood satisfactorily, it would not be justifiable to duplicate them in the light of present experience, since a cheaper and equally efficient mode of construction has been devised, and practically tested, which can be applied to cases such as we meet in the vicinity of Cairo, where the depth is too great to admit of the use of piles and the construction of the heavy longitudinal wall which, with its trench, has consumed the greater part of the cost of the Sawyer Bend work.

The method now pursued, and which is recommended for use at Cairo, is to use continuous rafts of brush, formed in place, and extended down stream as work progresses; these rafts to be moored so as to hold the inner side close against the bank, and in that position to be loaded with riprap, the loading to progress down stream and from the bank outward, so as to firmly anchor the inner side upon the slope of the bank, and avail ourselves of the tenacity of the raft to carry the increasing load of riprap gradually, and without breach of continuity, to its final resting-place on the sloping bottom. Where the depth is considerable, these rafts must be proportionally widened to reach from the foot of the steep part of the bank well out on the under-water slope.

In this connection it is well to state that, however steep the visible part of the bank may be below ordinary low water, the banks of the Mississippi, between the Missouri and the Ohio, almost invariably present a well-defined declivity varying from 1 to 2 horizontal to 1 perpendicular within the breadth of a raft of ordinary dimensions; more

strictly, the declivity is a curve, approaching the horizontal as we recede from the bank.

Protection of this character extending only to the level of the mean stage is not claimed to prevent the erosion of the upper part of the bank at first, but is designedly left at that point in order that a further abrasion may take place above that level, in the confident expectation that, the foundation remaining secure, only surface currents will act on the exposed bank, and the result will be a prolongation of the lower slope, which will ultimately assume a form of stability either with or without artificial assistance.

The length of bank whose protection is necessary, immediately above Cairo, is 11,500 feet, which, at an estimated cost of \$15 per foot, would cost \$172,500; on the Missouri side, near mouth of Ohio, 21,700 feet, at \$15 per foot, would cost \$325,500; total \$497,500, of which \$200,000 could profitably be expended during the season of 1876.

Works of protection and maintenance having been separately estimated in the report on transportation-routes from works for improvement of the navigation, the estimates here given, being for protection, are to be taken from the \$4,000,000 item of the estimate. The estimate of funds required, specified in my annual report, dated July 12, 1875, having been for improvement works, the present estimate is not properly provided for in the annual report.

Very respectfully, your obedient servant,

J. H. SIMPSON,
Colonel of Engineers, U. S. A.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers U. S. A.
H. Ex. 126—2

The experiences of last winter more than maintain this declaration; for, while the lines between Chicago and New York were frequently and seriously obstructed by snow, the Union Pacific road was substantially free from such impediment during the entire season, notwithstanding the winter was exceedingly severe, and the fall of snow unusually great.

The only serious delay on the road during the year was occasioned by the "wash-outs" on the two western divisions last spring. All roads are liable to such disasters, but on none could they be met more efficiently than they were on this. It put the superintendent's department to a severe and unexpected strain, and the promptness and completeness with which it was met shows how thoroughly that department is organized. The greatest delay to first-class passengers was three days, and the greatest delay to freight was ten days, notwithstanding the vast amount upon the line at the time. The experiences of the "wash-out" period, short as it was, and the means adopted to prevent a like occurrence, we regard as sufficient to dispel any apprehension for the future, beyond such as apply to all the great lines of the country.

The replacement of iron is being carried on with sufficient rapidity to keep the track in as serviceable and efficient condition as upon most other trunk-lines. The mountain divisions are being supplied with steel rail as fast as the needs of the road require, and it can be obtained.

The establishment of a rolling-mill on the line at Laramie was an act of wisdom, and is working a great saving in the cost of re-rolling the iron of the road. Heretofore all re-rolling was done by mills east of the Mississippi River. The economy of the present system will appear from the following statement. Heretofore eastern mills took the old iron at Council Bluffs at \$21 per ton, and returned at that point the same number of tons, at \$51. Allowing 50 cents per ton each way over the Missouri River bridge, would make the cost at Omaha \$52 per ton. The result from 100 tons of old rail sent to Laramie from Omaha would be as follows:

100 tons old rail, at \$21	\$2,100 00
Company freight, 573 miles.....	573 00
Allowing 16 per cent. for shrinkage, would give 84 tons, re-rolled at \$18.50.....	1,554 00
Company freight on 84 tons, 573 miles.....	481 52
Cost of 84 tons.....	4,708 32
Cost per ton at Omaha, \$56.05:	
Upon the same basis, to renew a ton of rails at North Platte would cost—	
If shipped east.....	36 64
If shipped to Laramie.....	28 87½
Cost to renew per ton at Cheyenne:	
If shipped east.....	41 32
If shipped to Laramie.....	23 74
Cost at Laramie:	
If shipped east.....	42 64
If rolled at mill.....	22 50
Cost at Ogden:	
If shipped east.....	51 64
If shipped to Laramie.....	32 55

This comparative statement shows that a vast aggregate saving will be made by the establishment of the rolling mill at Laramie, even while it is operated by lease to private parties, as it is now, and this saving would be enhanced should the company conclude to operate the mill itself, as it should do.

The amount of rail renewed during the year ending June 30, 1875, was 4,640 tons of iron and 1,015 tons of steel.

In the matter of ties, a great improvement has been made, as on the western part of the line great quantities of red-pine ties are being used, a wood which holds a spike almost equally with oak. On the eastern part of the line oak ties are now to a great extent being used. These ties are being obtained at a cost of about fifty cents each.

The Dale Creek bridge, the largest wooden structure on the line, is to be replaced by one constructed of iron, the contract for it having been let, and it is expected to have it in position before the close of the present year.

There have been, and will be, placed in position during the year, iron bridges, as follows:

2 bridges, each 107 feet long, at a cost of.....	\$9,514 66
1 bridge, 102 feet long, at a cost of.....	4,083 20
1 bridge, 64 feet long, at a cost of.....	4,736 00
	18,333 86
Masonry for above.....	29,200 00
Masonry for other bridges.....	6,500 00
Total.....	54,033 86

We give here a statement of extraordinary expenditures upon Union Pacific Railroad for year ending June 30, 1875, which have been included in operating expenses:

TENEMENT HOUSES AND HOTELS.

Eating-house at Rawlings.....	\$9,959 78
Eating-house at Sidney.....	271 30
	\$10,231 08

STATION HOUSES.

Depot at Omaha.....	\$73,108 44
Depot at Cozad.....	965 92
	74,074 36

TANKS AND WATER-WORKS.

Tanks, &c., at Omaha.....	\$2,004 94
Tanks, &c., at Dale Creek.....	1,438 01
	3,542 95

SHOPS AND MACHINERY.

Scrap-furnace and hammer, Omaha.....	\$14,432 94
Rolling-mill at Laramie.....	188,293 93
	202,726 87

RIGHTS OF WAY AND LAND DAMAGE.

Land at Laramie.....	\$2,000 00
G. M. Dodge for right of way at Council Bluffs.....	549 19
Land damage near Ogden. Arbitrated by J. Sharp.....	15,930 89
	18,530 08

ENGINE EQUIPMENT.

7 Taunton locomotives. Freight on same to Omaha and fitting for service..	83,088 06
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CAR EQUIPMENT.

1 passenger-car returned by Colorado Central.....	\$3,600 00
25 Pennsylvania Railroad cars, and freight on same to Omaha....	48,197 50
10 second-class cars.....	35,670 00
96 box-cars.....	79,200 00

4 fruit-cars	\$7,449 37	
20 coal-cars	16,928 05	
1 derrick-car	2,787 08	
	193,832 00	
Less exchange of car with Colorado Central	1,000 00	
		\$192,832 00
Total		585,025 40

The improvements which we would recommend as next to be effected are the construction of a more substantial, commodious, and convenient passenger-house at Ogden, cutting down Aspen Hill, and, by widening cut, do away with large snow-shed at that point, thus saving largely and constantly in power and expense of protecting the road; take out the shale cut at Green River, and the reduction of the Elk Horn Hill about ten feet at the summit. These improvements, we are assured, are all contemplated by the company; but they should not be long delayed, upon economic grounds if none other.

The business of the road for the year has been very satisfactory. It was feared last year that the general depression which had fallen upon the business of the country would seriously and unfavorably affect the earnings of the road for the year upon which we are now reporting. The fears entertained seem now to have been groundless, as will appear from the comparative statement of the earnings and expenses for the years 1874 and 1875, given on next page.

Earnings.	Year ending June 30, 1874.	Year ending June 30, 1875.	In rease.
Passengers			
Cash	\$3,541,633 57	\$4,149,648 40	\$608,014 83
Government	208,364 55	259,317 75	50,953 20
Mail	325,143 00	325,114 00	*29 00
Express	336,192 98	435,340 77	67,147 79
Freight			
Cash	4,933,664 61	5,142,883 94	209,219 33
Government	225,545 69	297,179 20	71,633 51
Company	513,513 71	624,574 45	111,060 74
Car service	16,953 12	5,988 35	12,941 47
Miscellaneous	122,791 47	260,459 67	137,668 20
Rent of buildings	16,863 70	23,515 01	6,651 31
Total earnings	10,246,760 16	11,522,021 54	1,275,261 38

EXPENSES DURING SAME TIME.

Earnings.	Year ending June 30, 1874.	Year ending June 30, 1875.	Increase.
Conducting transportation	\$770,381 07	\$875,237 63	\$104,856 55
Motive power	1,662,771 98	1,721,763 39	59,171 41
Maintenance of cars	432,769 03	563,416 09	130,647 06
Maintenance of way	1,865,729 98	1,725,605 86	*40 124 12
General expenses	380,748 19	447,298 41	66 550 22
Surplus fuel and material accounts	5,112,400 25	5,433,521 37	321,121 12
	22,611 08	59,865 50	37,254 42
Total expenses	5,089,789 17	5,373,655 87	283,866 70
Less amount expended for depots, shops, equipments, &c., such as were charged to construction before October 1, 1874		585,025 40	585,025 40
Expenses	5,089,789 17	4,788,633 47	†301 158 70
Net earnings	5,156,970 99	6,733,391 07	1,576,420 08

The transportation of cattle over the road is rapidly increasing, and as illustrative thereof we give the following statement of stock shipments from points on the Union Pacific Railroad to Omaha from January 1st to August 31, 1875:

	January.	February.	March.	April.	May.	June.	July.	August.	Total.
Ogden.....	1								1
Evanston.....		12							12
Laramie.....						2		8	10
Cheyenne.....	2						36	147	185
Pine Bluff.....							18	48	66
Sidney.....					8	2			10
Julesburgh.....	13						34	49	96
Ogalalla.....							15	66	81
North Platte.....				1			40	9	50
Plum Creek.....						5			5
Kearney.....							24	17	41
Fremont.....				3	2		2	2	9
Valley.....					1	1			2
Elkhorn.....			1	3	1			1	6
Papillion.....				4	2		1	6	7
	16	12	1	11	14	10	170	347	581

Comparing the two heaviest months in this table with the corresponding months of last year, we have the following result:

July and August, 1875, total number of cars	517
July and August, 1874, total number of cars.....	255
Increase for 1875.....	262

The herds on the plains of the Platte are constantly increasing, while the aggregate number of cattle is becoming fabulous. The plains west of Kearney Junction will soon become one of the chief sources from which the eastern markets will be supplied with beef-cattle. These plains furnish unsurpassed grazing-range, and the lands belonging to the Government and to the company ought to be placed under some well-devised system of pasturage from which profit could be secured to both. We would respectfully call the attention of the Government and the company to this exceedingly important subject, hoping that some system may be devised whereby the growth of cattle may be fostered, and the lands made immediately remunerative.

We have expressed our views fully in former reports relative to the fuel question. We have little to add thereto. We have not changed our views as to the policy which should be adopted by the company in the treatment of this question, if it can rid itself of the mistaken and mischievous contract made between it and the Wyoming Coal and Mining Company. This contract is now in course of judicial determination in the courts, where we must leave it until a conclusion shall have been reached therein.

The production of coal at the company's mines during the year was as follows:

At Carbon, 73,534 tons, costing.....	\$2 04½ per ton.
At Rock Springs, 107,147 tons, costing	1 95¼ per ton.
Total..... 185,681 tons, costing, average	1 99¼ per ton.
There were mined at Almy 33 898 tons, at \$2 per ton, by contract.	

The foregoing tables of earnings and expenses for the year ending June 30, 1875, show net earnings after paying operating expenses amounting to.....	\$6,733,391 57
Deducting from this the interest on the first-mortgage bonds with gold at 14 per cent.....	1,862,977 42

We have	4,870,414 15
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On which, according to the basis we have heretofore reported, the Government is entitled to receive five per cent., making due the Government for the year the sum of \$243,520.70.

The company deny the correctness of the rule here adopted, and claim that the decision of the Supreme Court of the United States in *St. John vs. The Erie Railway Company* justifies them in resisting the demand of the Government for the payment of the five per cent. until all obligations of the company shall have been discharged or deducted, and the five per cent. be assessed upon what may be thereafter left, for division to the stockholders as dividends. Of this we will say more hereafter.

At the May term, 1875, of the circuit court of the United States for the State of Iowa, it was decided that the eastern terminus of the Union Pacific Railroad is on the Iowa side of the Missouri River, and a decree was entered requiring the company to operate its line as a continuous road from the said terminus. The company appealed the case, and it is now pending in the Supreme Court of the United States.

Our views, expressed in former reports, relative to the desirability of a localized management, have undergone no change. Indeed, they have been rather strengthened by the fact that, owing to the personal attention which the present president of the company has given to the road during the time he has occupied said office, many desirable things have been done, and are being done, which, doubtless, would have remained undone for indefinite periods, had it not been for his more than usual attention to, and contact with, the line.

The president of the company, in his report to the stockholders at their last annual meeting in March, 1875, made this very significant statement, viz:

An important consideration for the stockholders of this company, and one which should not be lost sight of, is, that while most of the great railway enterprises of the country have been largely increasing their bonded obligations, this company has steadily pursued a directly opposite policy, having actually reduced its land-grant bonds during the year \$678,000, and upwards of \$2,600,000 since the completion of the road.

We see no reason why this reduction of the bonded debt of the company should not be a steadily continuous and increasing operation; for there is one fact peculiar to this company, and that is, that its road has now a capacity for doing over double its present volume of business without any considerable additional expenditure, or which may not be met by its increasing revenues, and without any increase of its bonded indebtedness. There is not a division on the line which cannot promptly handle more than twice the business now passing over it, without any expenditure for additional track, turn-outs, sidings, &c., so that the traffic of the road may be increased until the earnings thereof shall reach more than \$20,000,000 per year, without any call for expenditures demanding an increase of the bonded debt of the company. There is probably no other trunk line in the country of which the like can be said.

On the 9th of February last the president of the Union Pacific Railroad Company addressed the following communication to the Secretary of the Treasury, viz:

UNION PACIFIC RAILROAD CO.,
New York, February 9, 1875.

SIR: The existing relations between the Government and Union Pacific Railroad Company are such as benefit neither party, and tend continually to the injury of both.

The Government, in prosecution of what it deems to be its just rights, has instituted legal proceedings against the company for claims of different origin and widely different character, and those claims are about to undergo, or have already undergone, judicial determination. Nothing can be more distasteful to the company than to have even the appearance of resisting a just demand of the Government. The directors, speaking for the stockholders, recognize and fully appreciate the great and generous aid extended by the Government to this magnificent enterprise, and it is their wish to do everything in their power to reimburse to the Government, so far as they can, and as speedily as may be, every dollar advanced from the National Treasury. The company also feel very keenly the disadvantage they incur, both in popular esteem and pecuniary resources, by being in seeming conflict with their great benefactor, the Government, and it is their most earnest desire to do everything they can to establish such relations of mutual trust and confidence as will best secure the demands of the Government, and at the same time promote the prosperity of the company. And by promoting the prosperity of the company, I do not mean simply the enhancement of the value of the property, but such extension of its uses, resources, and facilities as will most rapidly develop the great national domain, which it traverses for a thousand miles; and I would respectfully call your attention to the important fact that this great domain cannot be developed without increasing in value immensely the Government land along the line of the road, and, in addition, increase the area of taxable property—a matter of vital importance to the whole country. The mortgage held by the Government, in its terms and by judicial decision of the United States circuit court, cannot be enforced until the maturity of the bonds, which is near the close of the present century. The bonds are accumulating on interest-account, also uncollected, until the principal is due. Principal and interest when due will amount to the very large aggregate of over \$77,000,000, though the actual amount advanced by the Government was only \$27,236,512. For this very large amount the Government has only a second mortgage, and if it be allowed to accumulate without any provision being made to meet it, the company will probably be utterly unable to pay it.

At the same time it is equally manifest that the Government will be unable to collect it, except upon the assumption that it will advance the money to discharge prior mortgages and run the road on Government account—a policy which wise statesmanship could not advise. By standing still, therefore, the company has a load of debt accumulating for which no provision is made, and the Government is drifting farther and farther from the opportunity to secure a just return for its advances. To do nothing is to injure both the Government and the company, perhaps irretrievably to both. In this dilemma, I venture to make a proposition, which offers, on the part of the company, all it can possibly do, and secures to the Government a substantial return for its advances. It is as follows:

The Union Pacific Railroad Company propose to pay into the Treasury of the United States \$500,000 per annum on each first day of July, beginning with 1875, and to continue this payment for twenty years; and thereafter, on each first day of July, the payment shall be \$750,000; and the money so paid in shall be held by the Secretary of the Treasury as a sinking-fund to the credit of the U. P. R. R. Company, specially devoted to the extinction of the Government mortgage, interest thereon to be reckoned at six (6) per cent. per annum, lawful money, payable semi-annually, and the accruing interest each half year to be carried to the account of the sinking-fund to the credit of the Union Pacific Railroad Company. And this annual payment by the Union Pacific Railroad Company shall be continued without delay or default until the amount to the credit of the company in the hands of the Secretary of the Treasury shall be equal to the full amount of the Government mortgage, reckoned at simple interest to same date. The Government lien now existing to remain as security for the discharge of this obligation, and to be canceled when this sinking-fund thus created shall equal the mortgage of the Government, reckoned at simple interest, at which time said sinking-fund shall be transferred to and shall rest in the United States; and this payment shall be in full discharge of all obligations due from the company to the Government.

Should this suggestion meet with your approval, I would respectfully request, on behalf of the company, that you lay the matter before Congress, with such favorable recommendation as you may deem expedient.

The proposition is made with the sincere desire on the part of the company to respond most honorably to all obligations, and with the confident hope that the Government will accept it as the very largest annual amount which the company can safely agree to pay.

In addition to the substantial, complete, and final re-imbursement thus proposed by the company, you will permit me to remind you of the vast saving to the National Treasury which has been effected by the construction of the Union Pacific Railroad. The former cost to the Government for transportation of troops and of quartermaster's, commissary, and ordnance stores, and the carrying of the United States mails and of Indian supplies across those vast plains and over the mountain-ranges, was very great, involving an outlay of

many millions annually. The same service at the railroad company's current rate of charges is now done with a saving to the Treasury, according to the official statements of Executive Departments, of well nigh two millions of dollars (\$2,000,000) annually, to say nothing of the superior safety, promptitude, celerity, and certainty with which it is accomplished. Indeed, it is no exaggeration to say that if the Government should forfeit all it advanced toward the construction of the road, it would still realize large annual gain from the economy it has been enabled to effect in the different branches of the public service to which I have referred.

I adduce these facts, fortified as they are by the report of the Government directors, to show that the Government, after it receives a re-imbursement of its direct pecuniary advances, will still have left an enduring source of profit to the Treasury, and consequent relief to the tax-payer, in the very large amount that will be annually saved by the transportation facilities which this great line of railway will always afford.

With great respect, your obedient servant,

SIDNEY DILLON,
President Union Pacific Railroad Company.

Hon. B. H. BRISTOW,
Secretary of the Treasury.

This proposition was subsequently modified by a communication which reads as follows, viz :

To the honorable the Secretary of the Treasury :

SIR : The Union Pacific Railroad Company begs leave to submit the following amendments to its proposition of February 9, 1875, viz :

First. The sum of about eight hundred thousand dollars, (\$800,000,) now in the United States Treasury, claimed by said company to be due it for transportation and mail service, together with interest at six per cent. per annum, to be computed every six months on such part of the said sum as was due on the 1st day of January and July of each year, during its accumulation, to constitute a sinking-fund to the credit of the Union Pacific Railroad Company, as is hereinafter more fully set forth.

Second. The company to pay into the Treasury of the United States five hundred thousand dollars (\$500,000) per annum, in semi-annual instalments of two hundred and fifty thousand dollars (\$250,000) each, payable on the 1st of January and July of each year, for the period of ten years, commencing on the 1st of July, 1875. Seven hundred and fifty thousand dollars (\$750,000) per annum, in semi-annual instalments of three hundred and seventy-five thousand dollars (\$375,000) each, payable on the 1st of January and July of each year, for the period of ten years, commencing on the 1st of July, 1885, and one million dollars per annum, in instalments of five hundred thousand dollars (\$500,000) each, payable on the 1st day of January and July of each year, commencing the 1st day of July, 1895.

And the money so paid in, together with the sum now in the Treasury referred to in the first paragraph above, shall be held by the Secretary of the Treasury as a sinking-fund to the credit of the Union Pacific Railroad Company, specially devoted to the extinction of the Government mortgage, and the interest on said money so paid into said sinking-fund shall be reckoned at six per cent. per annum, payable semi-annually, and the accruing interest each half year to be carried to the account of the sinking-fund to the credit of said company. And the annual payment by the Union Pacific Railroad Company shall be continued without delay or default until the amount to the credit of the company in the hands of the Secretary of the Treasury shall be equal to the full amount of the Government mortgage reckoned at simple interest to same date, the payments to be made upon the terms and conditions set forth in said proposition of February 9, 1875.

Third. The Government to retain each year, and credit to the company on account of the payments to be made to it as aforesaid, the moneys due the said company for transportation and mail service to the amount of such payments as above stipulated, any deficiency to be made good by the company.

Fourth. The aforesaid payments to be in full settlement of all claims and demands by or on behalf of the Government against said company.

I am, very respectfully, your obedient servant,

SIDNEY DILLON, *President.*

We do not assume that it is the right of the Government directors to volunteer advice to the Government as to what action it should take relative to these propositions. But, as the subject presented by them is of the highest importance as affecting the pecuniary interest which the Government has in the road, and as we have given to it a careful consideration, it may not be deemed presumptuous, and, indeed, may not be regarded as improper, for us to communicate our views touching the same, or even to venture so far as to state opinions relative thereto.

It is not our purpose to favor or oppose herein any proposition in detail, but to leave the details of any adjustment of the conflicting views now existing between the Government and the company to such negotiations as may be had between them, the result, whatever it may be, being necessarily left to the approval or disapproval of Congress.

It has been our aim to represent, at all meetings of the board of directors of the company, the views, policy, and purpose of the Government relative to its rights to re-imbursements, even though, in some instances, our judgments may not have given entire approval to the particular means adopted for its enforcement. The right of the Government to entire re-imbursement for its advances of bonds in aid of the construction of the road is, in our judgment, perfect. Concerning the enforcement of this right, in manner and time, a wide difference of opinion exists between the Government and the company. Can this difference be reconciled, and harmonious relations established between the two parties in interest, without substantial injury to either? This is a plain, practical, business question, which may not be difficult of solution, if approached and treated as such questions should be. There is nothing suggested by it which should excite either prejudice or alarm. It invites the same careful consideration and prudent action which successful men give to their private affairs—nothing more, nothing less.

To treat the subject intelligently, we must ascertain the positions occupied by the respective parties relative to the obligations created by the legislation under and in pursuance of which the Union Pacific Railroad was constructed. This done, we have at once disclosed the cause and character of the conflict of opinion now existing between the parties, and may then form a judgment, more or less accurate, of the probability of effecting a harmonious adjustment of the same.

The Government advanced in bonds to the Union Pacific Railroad Company, as aid in construction of its road, \$27,236,512. These bonds are to run thirty years from date of issue. If no current re-imbursement should be made to the Government by the company, the principal and interest at the maturity of the bonds would amount to about \$77,000,000. This would be the amount due from the company to the Government at that time. This the Government asserts and the company admits. There is no disagreement here. The disagreement arises in the mode and time of re-imbursement.

In the 6th section of the act of July 1, 1862, it is provided that—

After said road is completed, until said bonds and interest are paid, at least five per centum of the net earnings of said road shall also be annually applied to the payment thereof.

What are net earnings? In their answers to this question the Government and company are widely apart. Representing what we understood to be the Government's construction of the law above quoted, we have claimed that net earnings are such as are left after paying the operating expenses of the road and deducting from the remainder the interest on the first-mortgage bonds, the Government having subordinated its lien to that of the holders of the said bonds. The position of the company relative to this question may best be ascertained by the following extract taken from the last report of the president of the company to the stockholders at their meeting in March last. We quote as follows, viz:

The law having provided that the Government shall be entitled to receive 5 per cent. of the net earnings of the road after its completion, and the Government having, as above stated, determined that the road was completed on the 1st day of October, 1874, the question arises:

What constitutes net earnings?

The Supreme Court of the United States has answered this question. In *St. John vs. The Erie Railway Company* that court held that net earnings are such as are left to the stockholders after the payment of all just and lawful charges against the company. It is stated, in the opinion of the court, that the "lexical definition of *net* is clear of all charges and deductions." (Webster.)

"That which remains after the deduction of all charges or outlay; as net profits." (Worcester.)

The popular acceptance of the term is the same.

This reduces the question of net earnings to absolute certainty. Whatever this company has left of its earnings, after payment of all its just and lawful obligations, is net earnings, and of this amount the Government claims that it is entitled to 5 per cent. since the completion of the road, a date fixed as the 1st day of October, 1874. Hence there is no longer any ground of disagreement between the Government and the company as to what constitutes net earnings, and the date from which the former is entitled to demand 5 per cent. of the same, if at all. Whether or not the 5 per cent. liability is now obligatory on the company is not deemed essential to discuss. It is sufficient to say that eminent counsel are of opinion that this part of the act of 1862 is repealed; and the decision of Judge Hunt that the legal construction of our charter must, on doubtful points, be construed in favor of the company, seems to give great force to the opinion that no such obligation now exists.

The date from which the road is to be treated as completed is, also, a matter of dispute between the Government and the company, the former claiming that it should date from the connection of the Union Pacific and Central Pacific tracks in 1869, and the latter that it should date from the 1st day of October, 1874, in pursuance of the following conclusion of the report of a commission appointed by the President of the United States to examine and report relative to the completion of the road, viz:

This commission has, therefore, decided that the road was completed, as required by law, by the report of the former commission, and, to comply with the instructions of the Interior Department, October 1, 1874, at a total cost of \$115,214,587.79, as shown by the books of the company.

The position of the company concerning this conclusion of the said commission is thus stated in the last annual report of the president of the company, viz:

That report was approved by the Government, and since such approval, and only since then, has the road been deemed and held to be completed. This action of the Government was highly important in several respects. It settled, finally, authoritatively, and definitely, the question of the road's completion; it removed the inhibition to the issuance of patents for the lands granted to the company, and they are now being issued as rapidly as required by the company; and it fixed the date from which the Government is entitled to secure from the company 5 per cent. of its net earnings, under the sixth section of the act of July 1, 1862, which provides that "after said road is completed, until said bonds and interest are paid, at least five per centum of the net earnings of said road shall also be annually applied to the payment thereof."

This entire subject is now in the courts for adjudication; the Government having commenced an action against the company for the recovery of the five per centum alleged to be due under the Government's construction of the act aforesaid.

The 6th section of the act of July 1, 1862, also provided that—

All compensation for services rendered for the Government shall be applied to the payment of said bonds and interest, until the whole amount is fully paid.

This was amended by the act of July 2, 1864, which, in section 5, provides that—

Only one-half of the compensation for services rendered for the Government, by said companies, shall be required to be applied to the payment of the bonds issued by the Government in aid of the construction of said roads.

As one of the results of the Credit Mobilier investigation, this provision of the law was amended, and the Secretary of the Treasury was directed to retain in the Treasury all earnings on Government account.

The same act authorized the company to commence a suit in the Court of Claims to determine the right of the Government under this act to retain more than one-half of the said earnings, as provided in the law under which the bonds were advanced and the road built. The case of *The Union Pacific Railroad vs. The United States* was instituted in the Court of Claims for the recovery of one-half claimed to be due to the company on account of Government transportation. The case has been decided in favor of the company, and judgment rendered in its behalf for \$512,632.50. From this judgment the Government has appealed to the Supreme Court of the United States, where the case is now pending. We here quote a portion of the opinion of the Court of Claims, for the purpose of showing the position in which this whole question is now placed :

Moreover, (and this is the chief point in the case,) the statute makes no distinction between principal and interest, nor indicates in any way that the debt for the one shall mature at a different time than the debt for the other. Furthermore, a previous section of the statute declares that for "the amount of said bonds," "together with all interest thereon which shall have been paid by the United States," they shall constitute a mortgage upon the road. In the present predicament of the transaction, the Government is largely in advance for interest; and there at first appears to be no consideration received which should bind it to suffer a serious if not disastrous loss. But if we reverse the condition of affairs, it will be seen that a similar loss would fall upon the company, and a corresponding gain inure to the Government. That is to say, if the Government had required a larger amount of transportation, and the net earnings had greatly exceeded the reality, so that the two more than equaled the interest, then the company would be paying off the principal of its ultimate indebtedness to the Government long before the Government would be paying its debts to the bondholders. And as the company had mortgaged its road "to secure the repayment" "of the amount of said bonds," "together with all interest thereon which shall have been paid by the United States," a corresponding loss of interest upon interest would likewise fall upon it. Now, when the statute has provided two sources for the payment, not only of interest, but of a great deal more; that is to say, of a portion of the principal before it comes due, what reason can there be for the judiciary to interpolate, by mere construction, a third source into the statute? Assuredly none. If the statute had stopped with interest, and had provided that the remainder, if any, of the transportation moneys, and five per centum should be paid to the company, there would be good reason for saying that a reciprocal obligation was implied, and that the company should be held liable to make the interest account whole. But in the plight which Congress has placed the reciprocal and intermingling rights and interests of the parties, we perceive no reason why the Government should call the varying balance of its advances a liquidated present debt, subject to immediate collection.

But beyond the confines of all disputed construction, there remains one uncontroverted provision in the statute, which seems decisive of the legislative intent. The only party to whom an option was reserved by the act, is the Government, and that option is the important right of making the company's services as little or as great as it pleases. If it requires these services, the company cannot withhold them; if it refuses all employment, the company cannot exact it. As the compact originally stood, the Government could keep down this interest without the expenditure of any ready money, by simply furnishing to the company this employment, and it might push the advantage to an unlimited extent, even to carrying the earnings of the road to the liquidation of the debt before it had matured. The subsequent statute which substituted a half for the whole of the earnings did not affect the legal import of the Government's reserved discretion, nor change the legal relations of the parties, nor vary the construction applicable to the original statute. It was an alteration in degree and not in kind, and still left the company in this matter of service entirely subject to the orders of the Government. In contemplation of law, the wrong and injury of which the Government complains are entirely of its own choosing. Courts of law cannot be invoked to aid persons where they themselves possess the means of redress. If an ordinary party were to come into another court with such a complaint, he would be told, "Either you have willfully withheld this employment from the other contractor, or you have been unable to furnish it to him. If the former supposition is the fact, then the fault is your own, and you cannot ascribe wrong to one whom you confess has always been willing to repay you in the manner which your agreement prescribes; if the latter is the fact, then, because the sources of payment which you provided disappoint you, and because the payment in kind, which you elected to take, gives you more of the transportation service than you really require, you are trying to shift your loss to other shoulders than your own. Your misfortune is really this, that you made an improvident bargain."

The judgment of the court is that the claimant recover of the defendants the sum of \$512,632.50, and that the counter-claim of the defendant be dismissed.

The company claims that the doctrine of this case evidently is, that there is nothing due to the Government from the company on account of either principal or interest until the maturity of the subsidy bonds, except one-half of such sum as the Government may create by its demands for transportation, and that, in fact, the only mode of reimbursement now provided by law, either before, at, or after the maturity of the bonds, is this one-half of Government transportation, which is made by the 10th section of the act of July 2, 1864, to run so long in the future as there may be anything due to the Government, and even as against parties who may become possessed of the road under and by virtue of a foreclosure of the first mortgage—claiming that any other construction leaves nothing for the amendment relative to compensation for services rendered by the Government, contained in the 5th section of the said act, to operate upon.

It is clear from the foregoing that, while the Government and the company agree as to the amount which the former has advanced to the latter, and that it must be paid at some time and in some way, they are so far apart as to time and manner of payment, that nothing short of the judgment of a court of last resort, or a new contract, can bring them together.

First, then, as to the judgment of a court of last resort. If that should be with the Government, it still would leave the claim against the company in an unsatisfactory condition. There would still be an annual increase of the company's debt to the Government, and this would go on to the period of the maturity of the bonds, at which time it might exceed \$60,000,000. And there would still remain the possible fact that, in order to save its claim, or any part thereof, the Government would be compelled to advance the amount of the first mortgage, a result by no means desirable.

On the other hand, if the court should hold with the company, the case would be decidedly worse; as in that event, the accumulated debt at the maturity of the bonds would probably be not less than \$70,000,000, and might reach a much larger sum.

Secondly, as to a new contract. If the company is correct in its construction of the present law, then the difference between the amount which it offers to pay under the propositions submitted by it, and hereinbefore quoted, and what the Government would receive under said construction, is the difference between simple and compound interest. If the interest which the Government pays on the subsidy bonds is not a semi-annually maturing debt against the company, then, such amounts as the company should semi-annually pay in excess of what the Government is entitled under the present law to demand, would be in the nature of a loan to the latter by the former, and would very properly bear interest, and if the interest should not be paid, there is no impropriety in allowing interest thereon. This would reduce the difference to interest, simple and compound, on the amounts which the Government may now rightfully demand of the company.

If it were not for this seeming loss arising from the interest-account, no one, doubtless, would hesitate to recommend an acceptance of some such proposition as the company presents. Is there anything in the case to counterbalance this seeming loss? In our report for the year 1874, we discussed the incidental advantages derived by the Government from the construction of the Union Pacific Railroad in the matter of transportation. We make the following extract from that report, viz:

Suppose that it [the company] should not in whole, as it has not in part, pay the interest on the Government bonds issued in aid of its construction, nor provide for the payment

of said bonds at their maturity, what then? What is the worst of the case? Two Departments of the Government have furnished answers to this question.

The Postmaster-General stated, in a communication to the House of Representatives, in answer to a resolution of inquiry adopted by that body, that for mail-service rendered by the Union Pacific Railroad Company for the years 1867 to 1872, inclusive, the Government had paid \$1,156,138.73, and that had the road not been constructed it would have paid, for the same service, over the routes merged into this one, for the same time, \$1,799,718.28, being a saving, calculated on the basis of pounds transported by stage, of \$107,263.25 per annum; but in addition to this direct saving, the Postmaster-General states in said communication that "it should be borne in mind that the mail-service by the railroad-route between the Missouri River and the Pacific coast is incomparably superior to the previous service. Under the contracts which expired in 1868, the schedule-time for a trip from Atchison, Kans., to San Francisco, Cal., was sixteen days for eight months, from April to November, inclusive, and twenty-four and a half days the residue of the year. By the railroad-route the time, the year round, is less than four and a half days. The average amount of matter conveyed in the mails overland before the completion of the railroads was less than a thousand pounds per day, the paper-mails being mainly forwarded via Panama in consequence of the exaction of prepaid letter-postage rates on such matter conveyed between the western boundary of Kansas and the eastern boundary of California, under the 4th section of the act of March 25, 1864; now, that section having been repealed from the 30th of September, 1868, by the act of June 25, 1868, the whole letter and paper mails are carried overland, averaging, in March, 1870, on the Union Pacific Railroad, 6,376 pounds per day, and on the Central Pacific 5,308 pounds per day. The railroad companies provide, moreover, first-class cars 48 feet in length, with all the necessary fixtures and furniture, in which railway post-office clerks, appointed by the Department, accompany and distribute the mails, while in transit, in all respects as if in local distributing post-offices, by which means the detention of mails in such offices is avoided, and the greatest practicable expedition secured."

On the 31st day of January, 1873, the Secretary of War communicated to the House of Representatives of the Congress of the United States, in answer to a resolution of that body, a letter of the Quartermaster-General of the Army of the United States, M. C. Meigs, from which it appears that the construction of the Union Pacific Railroad had saved the Government large sums in that department of the public service, making a large average saving on several routes of transportation theretofore used. He states the case thus:

"At this average rate, the estimated cost of transportation of the freight moved by the Union Pacific Railroad, including express charges as shown above, during the time commencing July, 1866, and ending January 28, 1873, would be as follows:

Rate per 100 pounds per 100 miles, railroad-rates	\$0 40½
Rate per 100 pounds per 100 miles, wagon-rates	1 46
Actual cost of freight at railroad-rates	1, 896, 589 57
Estimate of cost at wagon-rates	6, 837, 088 32
Showing a total estimated cost for moving the troops and supplies by stage and wagon of	9, 850, 134 67
Total actual cost by railroad	3, 342, 851 82
Estimated difference	6, 507, 282 85
Equivalent to about 66 per cent. "	

From these statements it appears that the saving to the Government to June 30, 1872, upon the transportation of postal matter alone, by reason of the construction of the Union Pacific Railroad, amounted to \$643,579.55. Upon the same basis, the saving to the Government from this source to September 30, 1874, amounted to \$1,015,829.90. This statement assumes that the amount or weight carried was only equal to that transported previous to the construction of the road; but, in fact, the amount by rail has been over six times the amount formerly transported by stage, so that the real saving, taking weight alone as the basis of the calculation, has been about \$6,094,979.40.

The statement from the War Department above cited shows that the saving upon military transportation to June 30, 1872, was \$6,507,282 85, and upon the same basis the saving to August 31, 1874, would have been \$8,462,107.76.

Thus it appears that during the past two years, or since June 30, 1872, the saving to the Government in the transportation of postal matter, of troops, stores, &c., has been at the rate of \$1,894,894.40 per annum.

The case comes to this: Allowing that there will be no increase in amounts carried from year to year, the saving during the thirty years (being the term for which the Government bonds were issued in order to secure the construction of the road) would amount to \$56,846,832.

The Government has advanced in bonds at 6 per cent	\$27, 237, 000
Interest on same for thirty years, at 6 per cent	49, 026, 600
	\$76, 263, 600
	19, 416, 768

From this statement it appears that the incidental saving to the Government falls short of the entire amount advanced by it to the company, including principal of bonds and interest for the entire period of thirty years, only \$19,416,768. As has been said, this calculation is based upon the supposition that there will be no increase of Government transportation over the road. Nor does it include any of those great economic advantages arising from the settlement of the country, and the development of the mining and other resources throughout the vast regions tributary to, and supplied by, the road. Nor does it take into account the great gains arising from speedy military, postal, and commercial communication. In a very imperfect manner does it present to the mind the immense advantage of this great work to the Government and to the people.

The following interesting statement of Mr. Van Dervoort, in charge of the mail-service over the line, shows the rapid increase of that service:

SALT LAKE, August 7, 1875.

To the Government Directors Union Pacific Railway:

GENTLEMEN: In compliance with your request, I take pleasure in submitting to you a brief statement of the service performed by Omaha and Ogden Railway post-office. It is the longest route in the world over which one set of agents run from initial to terminal points. In amount of mail handled, it ranks with the greatest lines running through the most populous districts in the country. In variety of foreign mail handled it surpasses any route on the globe, every nationality and clime being represented in the mail passing over this line. At last weighing, in the winter of 1874, the average amount each day for thirty working days was about 10,500 pounds. The estimated amount at the present time is 15,000 pounds daily. We carry all the mail for the Western States and Territories, except Colorado, which is partly handled by Kansas Pacific Railway. Our clerks make up in direct packages for every office in Colorado, Utah, Wyoming, Montana, Idaho, Oregon, and Washington, sending Nevada, part of Arizona, and all of California, to Central Pacific Railway for distribution there. They also make up direct locked pouches for all prominent points in Idaho and Montana. These are sent over the connecting stage routes, and are not opened until they arrive at destination. We also carry through registered packages, envelopes, and post-office supplies for all points West, averaging about one hundred and fifty packages west, and about one hundred and sixty east each day; also registered boxes of gold coin from San Francisco to New York.

Going east we receive all the mail from Pacific slope and all the Territories, from Australia, and all the islands in the Southern Pacific, Japan, and China, which is distributed and forwarded eastward from Omaha. We make up for all principal lines and cities direct and send the mail in through locked pouches to destination. This grand road is the shortest route from London and Liverpool to Australia, Van Diemen's Land, New Zealand, Japan, Hong-Kong, and always makes quicker time than the routes previously in use.

The British government send the greater portion of their Australian mail this way, amounting to about one hundred and eighty sacks east, and two hundred and fifty west, each month.

We have thirty clerks running on the line—two in each car. It takes six days to make the round trip; they then lay off seven, unless the Department needs their services during the time stated. The mail is increasing very largely, and the time will soon come when the present force of men and our car-room will not be sufficient for the working of this mail.

The present management of the road aid the Post-Office Department greatly in the dispatch and the management of the service. During the wash-out last spring, mail accumulated all along the line, but through the energy of Mr. Clark and his subordinates, was all forwarded to destination, reaching there at same time as the passengers that left Omaha on same train.

I have written this hastily. If I had more time I could have furnished a more thorough statement, and one that would have given all of us more satisfaction. Trusting I have shown you that the magnitude of the mail-service is equal to the other branches of business, and hoping that as years go on they will continue increasing,

I am, very respectfully, your obedient servant,

PAUL VAN DERVOORT,

Chief Head Clerk R. M. S., in charge of Omaha & Ogden R. R. O.

A study of the subject in all of its relations and effects only tends to dwarf the exhibit made in our last report, as quoted above. Whether or not such incidental advantages as we have noticed, vast as they are in immediate saving and profit, should be considered in connection with any negotiations which may be had between the Government and the company, with a view to a definite settlement of existing relations and obligations, we leave to the judgment of those who may act for the Government, and to Congress, our sole purpose being to state such facts as occur to us, and such as are calculated to cast light upon the general subject.

The establishment of harmonious relations between the Government and the company, and a definite determination of the obligations and rights of each, is an end greatly to be desired. If this can be done without loss to the Government, all will concede the wisdom of doing it. The propositions of the company open the door to negotiations which may lead to this result. And, notwithstanding the scandals of the past, the fact remains that the Union Pacific Railroad is a vast and valuable property, well cared for and well maintained, and capable of returning to the Government the investment which it has made therein. Inharmonious relations injure all parties concerned. If they can be removed without detriment to the public interest, it does seem that a simple, plain, practical business prudence would demand that it be done. To reach so desirable an end is worthy of an earnest practical effort. We would not suggest the weakening of any security which the Government now has for a full return of its advances. Whatever new arrangement, if any, shall be made, the provisions of the present laws should be held in reserve, to come again into active force, in the event of failure on the part of the company to comply strictly with the new contract.

In conclusion, we repeat that we do not assume it to be our right to advise the Government as to the course which it should take in this matter; but, having given the subject our best thought, we can but express the opinion that it is one which ought to receive a calm, practical, thoughtful consideration. No harm can result, while a great public good may be attained.

Respectfully submitted.

JAMES F. WILSON,
J. H. MILLARD,
JOHN C. S. HARRISON,
T. B. BREWER,
JOHN A. TIBBITS,

Government Directors of the U. P. R. R. Co.

INDIAN AGENTS.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In response to a House resolution of the 6th ultimo, a communication from the Commissioner of Indian Affairs respecting certain Indian agents.

FEBRUARY 4, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

To the House of Representatives :

In answer to the resolution of the 6th of January, of the House of Representatives, requesting to be informed “of the number of Indian agents, regular and special, clerks, and other employés in the Indian service, except those on duty in the office of the Secretary of the Interior, and the amounts paid to each as salaries and expenses,” I have the honor to transmit herewith a copy of a report dated the 31st ultimo, from the Commissioner of Indian Affairs, together with the statements therein referred to.

U. S. GRANT.

EXECUTIVE MANSION, *February*, 1876.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 31, 1876.

SIR: By Department reference of the 8th instant I am in receipt of a resolution of the House of Representatives of January 6, calling for a statement showing the number of Indian agents, regular and special, clerks, and other employés in the Indian service, except those on duty in the office of the Secretary of the Interior, and the amounts paid to each as salaries and expenses.

In compliance with the requirements of this resolution I have the honor to present herewith the following statement :

I.

Statement showing the number and compensation of employés in the Office of Indian Affairs, authorized by the act of March 3, 1875. [U. S. Stat. at Large, vol. 18, p. 364.]

II.

Statement showing the number and compensation of employés of the Board of Indian Commissioners, and the amount expended under their direction for the first six months of the present fiscal year.

III.

Statement showing the names of the Indian inspectors and the amount advanced to each for traveling expenses during the present fiscal year.

IV.

Statement showing the names of officers of the Army serving as inspectors of Indian supplies, and the amount allowed to each for his actual expenses during the first six months of the present fiscal year, so far as accounts therefor have been presented to the Office of Indian Affairs for adjustment.

V.

Statement showing the names of civilian inspectors of Indian supplies, and the amounts paid for their *per diem* and aggregate compensation, as per accounts rendered during the present fiscal year.

VI.

Statement showing the number of employés of each grade and at each specified salary in the Indian service in each State and Territory.

VII.

Statement showing, in tabular form, the number of employés in the Indian service in each State and Territory, and the amount of their annual compensation, the same being given both in the aggregate and according to the general division of occupation.

I have the honor to state that, with the exception of Indian inspectors, whose expenses are included in statement III, employés having regular salaries receive no allowance for expenses except when performing special duty outside of that properly devolving upon them. Such cases are somewhat exceptional, being generally those in which clerks employed in this Office are sent into the field, or Indian agents are ordered from their agencies. Inasmuch as an accurate statement of the amounts thus expended can be obtained only by research necessarily involving considerable further delay, and as the time sought to be covered by the resolution of the House does not distinctly appear, I have ventured to return the resolution without a full compliance with this requirement, and to await the further instructions of the House in the matter.

The resolution is herewith returned.

I have the honor to be, very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

I.—Statement showing the number and compensation of employes in the Office of Indian Affairs authorized by the act of March 3, 1875. (*United States Statutes at Large*, vol. 18, p. 364.)

Commissioner, at \$3,000	\$3, 000
Chief clerk, at \$2,000	2, 000
Clerks of class four, five, at \$1,800	9, 000
Clerks of class three, eight, at \$1,600	12, 000
Clerks of class two, thirteen, at \$1,400	18, 200
Clerks of class one, thirteen, at \$1,200	15, 600
Stenographer, at \$1,600	1, 600
Copyists, six, at \$900	5, 400
Messenger, one, at \$840	840
Assistant messenger, at \$720	720
Laborer, at \$720	720

II.—Statement showing the number and compensation of employes of the Board of Indian Commissioners, and the amount expended under their direction for the first six months of the present fiscal year.

Secretary	\$3, 000
Assistant secretary	2, 000
Clerk	900
Messenger	300

Amount expended by the Board of Indian Commissioners for the first six months of the present fiscal year, \$22,941.88.

III.—Statement showing the names of the Indian inspectors, and the amount advanced to each for traveling expenses during the present fiscal year.

To E. C. Kemble	\$2, 000
To Wm. Vandever	1, 750
To E. C. Watkins	2, 250

NOTE.—The annual compensation of the Indian inspectors is fixed by law at \$3,000.

IV.—Statement showing the names of officers of the Army serving as inspectors of Indian supplies, and the amount allowed to each for his actual expenses during the first six months of the present fiscal year, so far as accounts therefor have been presented to the Office of Indian Affairs for adjustment.

State.	Name of officer.	Place of inspection.	Amount allowed for expenses.
Idaho	Capt. A. H. Bainbridge	Fort Hall	
Do	Lieut. Thos. B. Briggs	do	\$118 48
Iowa	Capt. Charles E. McClure	Sioux City	696 60
Missouri	Capt. J. H. Gilman	Kansas City	350 70
Montana	Col. John Gibbon	Fort Shaw	300 00
Do	Capt. Edward Ball	Fort Ellis	
Do	Capt. C. Williams	Fort Benton	63 18
Oregon	Lieut. William H. Boyle	Portland	750 00
Wyoming	Capt. R. E. Eskridge	Cheyenne	1, 000 00

V.—Statement showing the names of civilian inspectors of Indian supplies, and the amounts paid for their per diem, and aggregate compensation, as per accounts rendered during the present fiscal year.

State.	Name.	Place of inspection.	Compensation.	
			Per diem.	Aggregate.
California	Henry Cox	San Francisco	\$8 00	\$432 00
Minnesota	A. L. Larpenteur	Saint Paul	5 00	454 70

VI.—Statement showing the number of employes of each grade and at each specified salary in the Indian service in each State and Territory.

ARIZONA.

7 agents at \$1,500	\$10,500
6 physicians: 3 at \$1,500; 1 at \$1,400; 1 at \$1,200; 1 at \$600	7,700
3 clerks at \$1,000	3,000
9 teachers: 1 at \$1,000; 2 at \$900; 1 at \$840; 2 at \$750; 2 at \$600; 1 at \$200	6,540
12 skilled laborers: 1 at \$1,200; 9 at \$1,000; 1 at \$750; 1 at \$720	11,670
10 common laborers: 2 at \$750; 6 at \$600; 1 at \$540; 1 at \$360	6,000
1 school matron at \$750	750
7 interpreters at \$400	2,800
Total for Arizona	48,960

CALIFORNIA.

3 agents, 1 special agent; 4 at \$1,500	6,000
3 physicians at \$1,200	3,600
1 clerk at \$900	900
3 teachers: 1 at \$900; 1 at \$800; 1 at \$700	2,400
11 skilled laborers: 1 at \$1,000; 6 at \$900; 1 at \$800; 3 at \$750	8,550
4 common laborers: 1 at \$700; 1 at \$540; 2 at \$480	2,200
Total for California	23,650

COLORADO.

2 agents at \$1,500; 1 special agent at \$1,200	4,200
1 physician at \$1,400	1,400
2 teachers: 1 at \$900; 1 at \$700	1,600
10 skilled laborers: 6 at \$950; 1 at \$1,000; 3 at \$900	9,400
4 common laborers: 1 at \$750; 3 at \$600	2,550
2 interpreters at \$500	1,000
Total for Colorado	20,150

DAKOTA.

12 agents at \$1,500	18,000
6 physicians: 3 at \$1,200; 1 at \$1,100; 2 at \$1,400	7,500
7 clerks: 4 at \$1,000; 2 at \$900; 1 at \$600	6,300
7 teachers: 1 at \$900; 1 at \$800; 1 at \$720; 2 at \$600; 2 at \$360	3,980
29 skilled laborers: 11 at \$1,000; 6 at \$900; 3 at \$800; 2 at \$780; 4 at \$720; 3 at \$600	25,040
17 common laborers: 1 at \$900; 1 at \$840; 2 at \$800; 7 at \$600; 1 at \$540; 2 at \$450; 1 at \$480; 1 at \$400; 1 at \$300	10,160
12 interpreters at \$400	4,800
Total for Dakota	75,780

IDAHO.

2 agents at \$1,500	3,000
2 physicians: 1 at \$1,200; 1 at \$1,000	2,200
2 interpreters at \$500	1,000
6 teachers: 1 at \$1,000; 1 at \$900; 2 at \$850; 2 at \$450	4,500
13 skilled laborers: 4 at \$1,000; 4 at \$900; 3 at \$850; 1 at \$800; 1 at \$600	11,550
6 common laborers: 2 at \$800; 1 at \$600; 1 at \$480; 2 at \$420	3,520
Total for Idaho	25,770

INDIAN TERRITORY.

7 agents, 1 special agent; 8 at \$1,500	12,000
5 physicians: 1 at \$1,400; 4 at \$1,200	6,200
7 clerks: 1 at \$1,500; 4 at \$1,000; 1 at \$720; 1 at \$600	6,820
13 teachers: 2 at \$800; 1 at \$750; 2 at \$700; 4 at \$600; 1 at \$480; 2 at \$400; 1 at \$360	7,790

INDIAN AGENTS.

5

30 skilled laborers: 1 at \$1,000; 9 at \$900; 4 at \$850; 2 at \$800; 1 at \$780; 1 at \$700; 5 at \$600; 4 at \$580; 1 at \$1,200; 2 at \$240.....	\$22,180
31 common laborers: 1 at \$650; 11 at \$600; 2 at \$500; 1 at \$480; 2 at \$450; 3 at \$400; 4 at \$360; 7 at \$300.....	14,370
8 interpreters at \$400.....	3,200
Total for Indian Territory.....	72,560

IOWA.

1 agent at \$500.....	500
1 teacher at \$800.....	800
Total for Iowa.....	1,300

KANSAS.

1 agent at \$1,500.....	1,500
1 physician at \$1,000.....	1,000
1 superintendent Indian affairs at \$2,000.....	2,000
2 clerks: 1 at \$1,600; 1 at \$600.....	2,200
4 teachers: 2 at \$600; 1 at \$480; 1 at \$700.....	2,380
5 skilled laborers: 2 at \$900; 1 at \$720; 2 at \$480.....	3,480
14 common laborers: 2 at \$400; 4 at \$300; 1 at \$240; 1 at \$200; 5 at \$180; 1 at \$350.....	3,700
Total for Kansas.....	16,260

MICHIGAN.

1 agent at \$1,500.....	1,500
6 teachers at \$1,400.....	2,400
1 laborer at \$360.....	360
2 interpreters at \$400.....	800
Total for Michigan.....	5,060

MINNESOTA.

1 agent, 2 special agents, at \$1,500.....	4,500
2 physicians at \$1,200.....	2,400
2 clerks at \$1,000.....	2,000
6 teachers: 1 at \$800; 1 at \$500; 1 at \$420; 2 at \$360; 1 at \$300.....	2,740
7 skilled laborers: 2 at \$900; 5 at \$800.....	5,800
7 common laborers: 1 at \$600; 1 at \$540; 2 at \$480; 1 at \$360; 2 at \$200.....	2,860
4 interpreters at \$400.....	1,600
Total for Minnesota.....	21,900

MONTANA.

4 agents, 1 special agent, at \$1,500.....	7,500
4 physicians: 3 at \$1,400; 1 at \$1,200.....	5,400
4 clerks at \$1,000.....	4,000
10 teachers: 1 at \$1,200; 3 at \$900; 1 at \$750; 3 at \$600; 2 at \$300.....	7,050
17 skilled laborers: 1 at \$1,200; 2 at \$1,000; 10 at \$900; 2 at \$850; 1 at \$780; 1 at \$720.....	15,400
16 common laborers: 1 at \$750; 2 at \$720; 13 at \$600.....	9,990
5 interpreters at \$400.....	2,000
Total for Montana.....	51,340

NEBRASKA.

1 superintendent at \$2,000.....	2,000
6 agents at \$1,500.....	9,000
2 physicians at \$1,000.....	2,000
2 clerks: 1 at \$1,200; 1 at \$480.....	1,680
13 teachers: 3 at \$800; 4 at \$700; 1 at \$600; 3 at \$500; 2 at \$450.....	8,200
21 skilled laborers: 4 at \$1,000; 7 at \$900; 4 at \$800; 2 at \$750; 3 at \$600; 1 at \$500.....	17,300

INDIAN AGENTS.

16 common laborers: 3 at \$600; 2 at \$500; 1 at \$400; 2 at \$360; 2 at \$350; 6 at \$300; 1 at \$240; 1 at \$200; 1 at \$120.....	\$6,980
7 interpreters at \$400.....	2,800
Total for Nebraska.....	49,960

NEW MEXICO.

5 agents at \$1,500.....	7,500
4 physicians: 1 at \$1,400; 2 at \$1,200; 1 at \$600.....	4,400
3 clerks: 2 at \$720; 1 at \$480.....	1,920
2 teachers: 1 at \$900; 1 at \$400.....	1,300
6 skilled laborers: 4 at \$720; 1 at \$1,000; 1 at \$500.....	4,380
12 common laborers: 2 at \$720; 2 at \$700; 4 at \$600; 2 at \$480; 2 at \$300 ...	6,800
7 interpreters at \$500.....	3,500
Total for New Mexico	29,800

NEW YORK.

1 agent at \$1,500	1,500
2 physicians: 1 at \$1,000; 1 at \$200	1,200
1 clerk at \$200	200
Total for New York	2,900

NEVADA.

2 agents at \$1,500	3,000
1 physician at \$1,200	1,200
1 clerk at \$1,000	1,000
1 teacher at \$600	600
6 skilled laborers: 3 at \$1,000; 3 at \$900.....	5,700
1 common laborer at \$600.....	600
3 interpreters at \$500.....	1,500
Total for Nevada.....	13,600

NORTH CAROLINA.

1 special agent at \$1,500	1,500
2 teachers at \$360	720
Total for North Carolina.....	2,220

OREGON.

6 agents, 1 special agent, at \$1,500	10,500
4 physicians: 3 at \$1,200; 1 at \$1,000	4,600
10 teachers: 1 at \$400; 4 at \$900; 2 at \$850; 1 at \$800; 1 at \$600; 1 at \$500..	7,600
24 skilled laborers: 13 at \$1,000; 7 at \$900; 3 at \$1,100; 2 at \$800	24,200
2 common laborers at \$500.....	1,000
7 interpreters at \$400.....	2,800
Total for Oregon	50,700

UTAH.

1 agent at \$1,500.....	\$1,500
1 teacher at \$900.....	900
2 skilled laborers at \$1,000.....	2,000
6 common laborers: 1 at \$750; 5 at 600.....	3,750
1 interpreter at \$500.....	500
Total for Utah.....	8,650

WASHINGTON TERRITORY.

5 agents, 2 special agents: 7, at \$1,500.....	10,500
6 physicians: 2 at \$1,400; 2 at \$1,200; 1 at \$1,000; 1 at \$600.....	6,800
2 clerks: 1 at \$900; 1 at \$600.....	1,500

INDIAN AGENTS.

7

10 teachers: 3 at \$1,000; 3 at \$900; 1 at \$800; 2 at \$500; 1 at \$200.....	\$7,700
19 skilled laborers: 5 at \$1,000; 11 at \$900; 3 at \$800.....	17,300
4 common laborers: 1 at \$720; 2 at \$600; 1 at \$500.....	2,420
6 interpreters, at \$500.....	3,000
Total for Washington Territory.....	49,220

WISCONSIN.

2 agents at \$1,500.....	3,000
10 teachers: 4 at \$500; 6 at \$400.....	4,400
13 skilled laborers: 1 at \$700; 2 at \$600; 6 at \$500; 1 at \$800; 3 at \$240.....	6,420
1 common laborer at \$360.....	360
3 interpreters at \$400.....	1,200
Total for Wisconsin.....	15,380

WYOMING.

1 agent at \$1,504.....	1,500
1 physician at \$600.....	600
8 skilled laborers: 3 at \$1,000; 4 at \$900; 1 at \$600.....	7,200
1 interpreter at \$500.....	500
Total for Wyoming.....	9,800

INDIAN AGENTS.

VII.—Statement showing the number and pay of employes at the United States Indian agencies.

State or Territory.	Aggregate amount.	Superintendents.		Agents.		Clerks.		Interpreters.		Medical service.		Educational service.		Skilled labor.		Common labor.	
		No.	Compensation.	No.	Compensation.	No.	Compensation.	No.	Compensation.	No.	Compensation.	No.	Compensation.	No.	Compensation.	No.	Compensation.
Arizona.....	\$42,960	.....	.....	7	\$10,500	3	\$3,000	7	\$2,800	6	\$7,700	10	\$7,290	12	\$11,670	10	\$6,000
California.....	23,650	.....	.....	4	6,000	1	900	.....	.....	3	3,600	3	2,400	11	8,550	4	2,200
Colorado.....	20,150	.....	.....	3	4,200	.....	.....	2	1,000	1	1,400	2	1,600	10	9,400	4	2,550
Dakota.....	75,780	.....	.....	12	18,000	7	6,300	12	4,800	6	7,500	7	3,980	29	25,040	17	10,160
Idaho.....	25,770	.....	.....	2	3,000	.....	.....	2	1,000	2	2,200	6	4,500	13	11,550	6	3,520
Indian Territory.....	72,560	.....	.....	8	12,000	7	6,820	8	3,200	5	6,200	13	7,790	30	22,180	31	14,370
Iowa.....	6,300	.....	.....	1	500	.....	.....	.....	.....	.....	.....	1	800	.....	.....	.....	.....
Kansas.....	16,260	1	\$2,000	1	1,500	2	2,200	.....	.....	1	1,000	4	2,380	5	3,480	14	3,700
Michigan.....	5,060	.....	.....	1	1,500	.....	.....	2	800	.....	.....	6	2,400	.....	.....	1	360
Minnesota.....	21,900	.....	.....	3	4,500	2	2,000	4	1,600	2	2,400	6	2,740	7	5,800	7	2,860
Montana.....	51,340	.....	.....	5	7,500	4	4,000	5	2,000	4	5,400	10	7,050	17	15,400	16	9,990
Nebraska.....	49,960	.....	.....	6	9,000	2	1,680	7	2,800	2	2,000	13	8,200	21	17,300	16	6,980
New Mexico.....	29,800	1	2,000	5	7,500	3	1,920	7	3,500	4	4,400	2	1,300	6	4,380	12	6,800
New York.....	2,900	.....	.....	1	1,500	1	200	.....	.....	2	1,200	.....	.....	.....	.....	.....	.....
Nevada.....	13,600	.....	.....	2	3,000	1	1,000	3	1,500	1	1,200	1	600	6	5,700	1	600
North Carolina.....	2,220	.....	.....	1	1,500	.....	.....	.....	.....	.....	.....	2	720	.....	.....	.....	.....
Oregon.....	50,700	.....	.....	7	10,500	.....	.....	7	2,800	4	4,600	10	7,600	24	24,200	2	1,000
Utah.....	8,650	.....	.....	1	1,500	.....	.....	1	500	.....	.....	1	900	2	2,000	6	3,750
Washington Territory.....	49,220	.....	.....	7	10,500	2	1,500	6	3,000	6	6,800	10	7,700	19	17,300	4	2,420
Wisconsin.....	15,380	.....	.....	2	3,000	.....	.....	3	1,200	.....	.....	10	4,400	13	6,420	1	360
Wyoming.....	9,800	.....	.....	1	1,500	.....	.....	1	500	1	600	.....	.....	8	7,200	.....	.....
Total.....	594,960	2	4,000	80	118,700	35	31,520	77	33,000	50	58,200	117	74,350	233	197,570	152	77,620

EFFECT OF REPEAL OF SECTION 2503 OF THE REVISED
STATUTES.

LETTER

FROM

SECRETARY OF THE TREASURY,

COMMUNICATING,

*In response to a resolution of the House of Representatives of 27th ultimo,
information relative to the effect of the repeal of section 2503 of the
Revised Statutes.*

FEBRUARY 14, 1876.—Referred to the Committee of Ways and Means.

FEBRUARY 24, 1876.—Ordered to be printed and recommitted to the committee.

TREASURY DEPARTMENT,
February 12, 1876.

SIR: In accordance with the requirements of a resolution adopted by the House of Representatives on the 27th ultimo, calling upon the Secretary of the Treasury for certain information relative to the effect of the repeal of section 2503 of the Revised Statutes, I have the honor to transmit herewith a tabular statement containing the desired information; also copy of a letter from the chief of the Bureau of Statistics relating thereto.

Very respectfully,

CHAS. F. CONANT,
Acting Secretary.

Hon. M. C. KERR,
Speaker of the House of Representatives.

TREASURY DEPARTMENT,
Bureau of Statistics, February 11, 1876.

SIR: In response to your letter of the 29th ultimo, inclosing a copy of a resolution of the House of Representatives, dated January 27, 1876, directing the Department to "inform the House of Representatives whether the repeal of section 2503 of the Revised Statutes has been followed by a diminished importation of the articles to which the 10 per cent. reduction provided in said section applied, and whether the quarterly returns succeeding such repeal, compared with the returns from the quarter prior thereto, show any and how much increase or diminution of customs-revenue from the articles upon which the duty was increased by such repeal," I have the honor to transmit herewith a state-

ment showing in detail the value of, and the amount of duty received on, the articles subject to the increase of duty under said section, during the quarters ended, respectively, June 30 and September 30, 1875, as compared with the corresponding quarters in the year 1874, from which it appears that during the first-named period the value of the imported articles specified in the statement as entered for consumption was \$17,071,184.34 less, and the amount of duty derived from said articles was \$4,541,823.02 less than during the corresponding period of 1874.

Very respectfully, yours,

EDWARD YOUNG,
Chief of Bureau.

Hon. B. H. BRISTOW,
Secretary of the Treasury.

Statement showing the value of and amount of duty received on certain articles subject to the reduction of ten per cent. of duty, under act of June 6, 1872, entered into consumption in the United States, during the quarters ended June 30 and September 30, 1874, and 1875, respectively; also values of imports for same periods.

Articles.	Quarter ended—	Amount with ten per cent. reduction.		Amount without reduction.		Total for the quarter.	
		Values.	Duties.	Values.	Duties.	Values.	Duties.
Cotton, manufactures of.....	June 30, 1874	\$5,896,080 14	\$2,110,765 00	.....	.....	\$5,896,080 14	\$2,110,765 00
	June 30, 1875	651,941 15	208,891 93	\$5,219,110 23	\$2,102,145 26	5,871,051 38	2,311,037 19
	Sept. 30, 1874	7,436,149 66	2,637,312 18	.....	.....	7,436,149 66	2,637,312 18
Wool and worsted, and manufactures of.....	Sept. 30, 1875	245,355 00	87,489 23	6,137,721 72	2,395,221 33	6,383,076 72	2,482,710 56
	June 30, 1874	11,037,858 28	5,723,065 01	.....	.....	11,037,858 28	5,723,065 01
	June 30, 1875	2,738,510 00	1,324,932 33	5,911,776 40	3,510,183 20	8,650,286 40	4,834,115 53
	Sept. 30, 1874	20,162,578 21	11,235,862 20	.....	.....	20,162,578 21	11,235,862 20
	Sept. 30, 1875	1,204,732 72	658,377 26	15,488,599 31	9,465,907 32	16,693,352 03	10,124,284 58
Iron, and manufactures of.....	June 30, 1874	3,456,663 08	942,209 86	.....	.....	3,406,663 08	912,209 86
	June 30, 1875	664,517 33	208,072 75	1,365,321 78	458,619 25	2,029,839 11	666,692 00
	Sept. 30, 1874	3,465,452 32	1,019,653 40	.....	.....	3,465,452 32	1,019,653 40
	Sept. 30, 1875	320,597 46	97,233 57	1,866,698 58	650,810 07	2,187,296 04	748,043 64
Steel, and manufactures of.....	June 30, 1874	4,908,272 33	1,629,142 66	.....	.....	4,908,272 33	1,629,142 66
	June 30, 1875	161,291 09	62,219 53	1,618,804 25	636,766 57	1,781,095 34	692,986 10
	Sept. 30, 1874	4,045,559 13	1,386,672 20	.....	.....	4,045,559 13	1,386,672 20
	Sept. 30, 1875	96,172 62	39,727 25	1,547,962 65	629,639 26	1,644,135 27	669,366 51
Metals, not otherwise provided for, and manufactures of.....	June 30, 1874	1,728,594 17	524,165 81	.....	.....	1,728,594 17	524,165 81
	June 30, 1875	204,430 00	67,618 03	880,898 82	294,089 63	1,085,328 82	361,707 66
	Sept. 30, 1874	1,811,921 82	567,408 64	.....	.....	1,811,921 82	567,408 64
	Sept. 30, 1875	59,660 00	22,922 01	1,266,001 78	450,197 91	1,325,661 78	473,119 92
Paper, and manufactures of, (except books).....	June 30, 1874	328,704 13	100,877 26	.....	.....	328,704 13	100,877 26
	June 30, 1875	15,529 01	4,891 67	266,173 10	93,146 45	281,702 10	98,038 12
	Sept. 30, 1874	398,626 71	126,182 41	.....	.....	398,626 71	126,182 41
	Sept. 30, 1875	5,037 00	1,586 66	412,880 72	141,670 28	417,917 72	143,256 94
India rubber, manufactures of.....	June 30, 1874	104,935 93	31,147 25	.....	.....	104,935 93	31,147 25
	June 30, 1875	6,080 00	1,915 20	84,692 47	28,252 72	90,772 47	30,167 92
	Sept. 30, 1874	147,253 46	44,537 12	.....	.....	147,253 46	44,537 12
	Sept. 30, 1875	2,798 00	881 37	112,227 29	38,055 12	115,029 29	38,936 49
Gutta-percha, manufactures of.....	June 30, 1874	1,871 52	673 75	.....	.....	1,871 52	673 75
	June 30, 1875	.....	.....	979 21	391 68	979 21	391 68
	Sept. 30, 1874	1,200 00	432 00	.....	.....	1,200 00	432 00
	Sept. 30, 1875	.....	.....	906 00	362 40	906 00	362 40
Straw, manufactures of.....	June 30, 1874	290,081 07	86,050 33	.....	.....	290,081 07	86,050 33
	June 30, 1875	49,504 00	15,661 20	332,097 15	105,606 62	351,601 15	121,267 82
	Sept. 30, 1874	156,017 17	46,222 77	.....	.....	156,017 17	46,222 77
	Sept. 30, 1875	26,605 00	7,792 02	137,826 36	43,139 89	164,491 36	50,991 91
Oil-cloths.....	June 30, 1874	31,909 00	11,689 91	.....	.....	31,909 00	11,689 91
	June 30, 1875	5,893 00	2,355 54	19,320 00	8,674 10	25,213 00	11,029 64
	Sept. 30, 1874	15,420 00	5,737 79	.....	.....	15,420 00	5,737 79
	Sept. 30, 1875	403 00	163 22	11,732 00	5,167 60	12,135 00	5,330 82

Statement showing the value of and amount of duty received on certain articles subject to the reduction of ten per cent. of duty, &c.—Continued.

DUTIES ON IMPORTS.

Articles.	Quarter ended—	Amount with ten per cent. reduction.		Amount without reduction.		Total for the quarter.	
		Values.	Duties.	Values.	Duties.	Values.	Duties.
Glass and glass-ware	June 30, 1874	\$1,707,310 20	\$650,049 75	.....	.....	\$1,707,310 20	\$650,049 75
	June 30, 1875	175,070 19	79,230 84	\$1,249,678 84	\$561,771 38	1,424,749 03	641,002 22
	Sept. 30, 1874	1,730,245 42	724,755 79	.....	.....	1,780,245 42	724,755 79
	Sept. 30, 1875	39,906 00	21,008 69	1,255,694 42	533,341 41	1,295,600 42	554,350 10
Pipe and fire-clay and fuller's earth	June 30, 1874	41,703 00	17,454 18	.....	.....	41,703 00	17,454 18
	June 30, 1875	314 00	142 84	26,519 00	11,280 14	26,833 00	11,422 98
	Sept. 30, 1874	37,019 00	15,328 52	.....	.....	37,019 00	15,328 52
	Sept. 30, 1875	339 00	128 25	32,083 00	13,025 12	32,422 00	13,153 37
Leather, manufactures of, (except gloves and mittens)	June 30, 1874	130,639 36	41,151 56	.....	.....	130,639 36	41,151 56
	June 30, 1875	11,016 29	3,855 60	.....	.....	112,255 76	39,191 74
	Sept. 30, 1874	197,496 02	62,113 77	101,239 47	35,336 14	197,496 02	62,113 77
	Sept. 30, 1875	621 00	195 63	155,639 72	54,473 94	156,260 72	54,669 57
Bone, ivory, and horn, manufactures of	June 30, 1874	272,458 70	74,383 23	.....	.....	272,458 70	74,383 23
	June 30, 1875	7,877 00	2,172 61	463,524 18	142,621 76	471,401 18	144,854 37
	Sept. 30, 1874	383,830 01	106,870 01	.....	.....	383,830 01	106,870 01
	Sept. 30, 1875	7,738 00	2,186 64	245,806 60	70,580 10	253,544 60	72,766 74
Licorice-paste and juice	June 30, 1874	53,852 00	40,583 16	.....	.....	53,852 00	40,583 16
	June 30, 1875	27,506 00	18,978 57	4,766 00	3,437 50	32,272 00	22,416 07
	Sept. 30, 1874	58,541 00	42,755 49	.....	.....	58,541 00	42,755 49
	Sept. 30, 1875	30,081 00	22,042 80	20,769 00	17,722 60	50,850 00	39,765 40

Statement showing the value of and amount of duty received on certain articles subject to the reduction of ten per cent. of duty, &c.—Continued.

Articles.	Quarter ended—	Values.		Duties.		Imports.	
		Increase.	Decrease.	Increase.	Decrease.	Values.	Excess.
Cotton, manufactures of.....	June 30, 1874	.....	.....	.....	.....	\$5,887,545	\$314,939
	June 30, 1875	.....	\$25,028 76	\$200,272 19	.....	5,572,606	.....
	Sept. 30, 1874	.....	.....	.....	.....	7,412,528	980 713
	Sept. 30, 1875	.....	1,053,072 94	.....	\$154,601 62	6,431,115	.....
Wool and worsted, and manufactures of.....	June 30, 1874	.....	.....	.....	.....	10,619,464	1,162,909
	June 30, 1875	.....	2,357,571 88	.....	888,949 48	9,457,555	.....
	Sept. 30, 1874	.....	.....	.....	.....	19,854,274	3,984,223
	Sept. 30, 1875	.....	3,469,226 18	.....	1,111,577 62	15,870,051	.....
Iron, and manufactures of.....	June 30, 1874	.....	.....	.....	.....	7,721,029	3,920,896
	June 30, 1875	.....	1,376,823 97	.....	275,517 86	3,800,133	.....
	Sept. 30, 1874	.....	.....	.....	.....	6,112,140	2,227,317
	Sept. 30, 1875	.....	1,278,156 28	.....	271,609 76	3,884,823	.....
Steel, and manufactures of.....	June 30, 1874	.....	.....	.....	.....	.....	.....
	June 30, 1875	.....	3,128,176 99	.....	930,156 56	.....	.....
	Sept. 30, 1874	.....	.....	.....	.....	.....	.....
	Sept. 30, 1875	.....	2,401,423 86	.....	717,305 69	.....	.....
Metals, not otherwise provided for, and manufactures of.....	June 30, 1874	.....	.....	.....	.....	1,287,818	705,989
	June 30, 1875	.....	643,265 35	.....	162,458 15	581,829	.....
	Sept. 30, 1874	.....	.....	.....	.....	1,737,545	830,863
	Sept. 30, 1875	.....	486,260 04	.....	94,288 72	906,682	.....
Paper, and manufactures of, (except books).....	June 30, 1874	.....	.....	.....	.....	338,404	38,515
	June 30, 1875	.....	47,002 03	.....	2,839 14	299,889	.....
	Sept. 30, 1874	.....	.....	.....	.....	419,138	146
	Sept. 30, 1875	\$19,291 01	.....	17,074 53	.....	418,992	.....
India rubber, manufactures of.....	June 30, 1874	.....	.....	.....	.....	114,493	13,104
	June 30, 1875	.....	14,163 46	.....	979 33	101,389	.....
	Sept. 30, 1874	.....	.....	.....	.....	138,383	23,183
	Sept. 30, 1875	.....	32,224 57	.....	5,590 63	115,200	.....
Gutta-percha, manufactures of.....	June 30, 1874	.....	.....	.....	.....	.....	.....
	June 30, 1875	.....	892 31	.....	282 07	.....	.....
	Sept. 30, 1874	.....	.....	.....	.....	.....	.....
	Sept. 30, 1875	.....	294 00	.....	79 60	.....	.....
Straw, manufactures of.....	June 30, 1874	.....	.....	.....	.....	474,453	.....
	June 30, 1875	61,520 08	.....	35,217 49	.....	638,977	164,524
	Sept. 30, 1874	.....	.....	.....	.....	300,575	71,680
	Sept. 30, 1875	8,474 19	.....	4,769 14	.....	228,895	.....
Oil-cloths.....	June 30, 1874	.....	.....	.....	.....	.....	.....
	June 30, 1875	.....	6,696 00	.....	660 27	.....	.....
	Sept. 30, 1874	.....	.....	.....	.....	.....	.....
	Sept. 30, 1875	.....	3,285 00	.....	406 97	.....	.....
						Not enumerated in imports.	

Statement showing the value of and amount of duty received on certain articles subject to the reduction of ten per cent. of duty, &c.—Continued.

DUTIES ON IMPORTS.

Articles.	Quarter end- ed—	Values.		Duties.		Imports.	
		Increase.	Decrease.	Increase.	Decrease.	Values.	Excess.
Glass and glass ware	June 30, 1874	.....	.....	.....	.....	\$1,663,697	\$124,124
	June 30, 1875	.....	\$382,561 17	.....	\$9,047 53	1,539,573	.....
	Sept. 30, 1874	.....	.....	.....	.....	1,516,630	187,942
	Sept. 30, 1875	.....	484,645 00	.....	170,405 69	1,328,688	.....
Pipe and fire clay and fuller's earth	June 30, 1874	.....	.....	.....	.....	Not enumerated in imports.	
	June 30, 1875	.....	14,870 00	.....	6,031 20		
	Sept. 30, 1874	.....	.....	.....	.....	Not enumerated in imports.	
	Sept. 30, 1875	.....	4,597 00	.....	2,175 15		
Leather, manufactures of, (except gloves and mittens)	June 30, 1874	.....	.....	.....	.....	168,446	.....
	June 30, 1875	.....	18,383 60	.....	1,959 82	181,303	12,857
	Sept. 30, 1874	.....	.....	.....	.....	253,293	21,709
	Sept. 30, 1875	.....	41,235 30	.....	7,444 20	231,584	.....
Bone, ivory, and horn, manufactures of.....	June 30, 1874	.....	.....	.....	.....	Not enumerated in imports.	
	June 30, 1875	\$198,942 48	.....	\$70,471 14	.....		
	Sept. 30, 1874	.....	.....	.....	.....	Not enumerated in imports.	
	Sept. 30, 1875	.....	130,285 41	.....	34,103 27		
	June 30, 1874	.....	.....	.....	.....	Not enumerated in imports.	
	June 30, 1875	.....	21,580 00	.....	18,167 09		
	Sept. 30, 1874	.....	.....	.....	.....	Not enumerated in imports.	
	Sept. 30, 1875	.....	7,691 00	.....	2,990 09		
RECAPITULATION.							
		Values.		Duties.		Decrease.	
						Values.	
						Duties.	
						Decrease.	
Total for quarter ended June 30, 1874.....							
Total for quarter ended June 30, 1875.....							
Total for quarter ended September 30, 1874							
Total for quarter ended September 30, 1875							
Total for six months ended September 30, 1874.....							
Total for six months ended September 30, 1875.....							

TREASURY DEPARTMENT.
BUREAU OF STATISTICS, February 11, 1876.

EDWARD YOUNG,
Chief of Bureau.

BUILDINGS, ETC., RENTED BY THE TREASURY DEPARTMENT.

LETTER

FROM THE

ACTING SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to a House resolution of inquiry, a statement of buildings and grounds in the city of Washington now rented for the use of the Treasury Department.

FEBRUARY 23, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT, *February 19, 1876.*

SIR: In obedience to a resolution of the House of Representatives I transmit herewith a statement of buildings and grounds in the city of Washington now rented for the use of the Treasury Department, giving a description of each piece of property, the date of leases, respectively, names of lessors, amount of rents, showing also the purposes for which the buildings are severally used, and whether fire-proof or not.

I have the honor to be, yours, very respectfully,

CHAS. F. CONANT,
Acting Secretary.

The Hon. SPEAKER of the House of Representatives.

STATEMENT OF PROPERTY IN THE CITY OF WASHINGTON RENTED FOR THE USE OF THE TREASURY DEPARTMENT.

McKean Building, corner of New York avenue and Seventeenth street.—Inside of building measures 49 feet 5 inches by 52 feet 6 inches; outside wall of brick, 9 inches thick; contains six rooms. Joists and partitions of wood; roof of wood, covered with tin. No lease; have occupied it as tenant at will since September 20, 1864. Name of lessor, Harriet McKean; rent, \$1,200 per annum; for use of Second Auditor's Office. Not fire-proof.

Building No. 614 Seventeenth street.—This building contains three rooms on first floor, four rooms on second floor, three rooms on third floor, and three rooms in attic. Joists, flooring, and staircasing of wood; walls of brick. Roof of wood, covered with slate. No lease.

Have occupied it as tenant at will since January 1, 1872. Name of lessor, James Towles, attorney for G. B. Warren and wife. Rent, \$1,200 per annum. For use of Second Auditor's Office. Not fire-proof.

Building No. 1421 G street.—This building contains three rooms in basement, three rooms on first floor, four rooms on second floor, four rooms on third floor, three rooms in attic. Joists, flooring, and stair-casing of wood; walls of brick. Roof of wood, covered with slate. Lease renewed June 26, 1875, to June 30, 1876. Name of lessor, W. S. Thompson. Rent, \$150 per month. For use of Marine-Hospital Service. Not fire-proof.

Republican Building, southwest corner Pennsylvania avenue and Thirteenth street.—Third and fourth floor joists and flooring of wood, resting on wall and iron girders. Outside walls of stone, backed with brick. Iron stairway. Lease of two rooms on the third floor, one 37 feet by 30 feet, the other 35 feet by 35 feet, and one room on the fourth floor, 31 by 34 feet, or thereabouts, is for the period of one year from December 1, 1873, with privilege of four renewals of one year each; lessor to bear expense of heating, lighting, and supplying water for said rooms. (Dated December 1, 1873.) Rent, \$2,100 per annum. Also, lease of 1 room on the first floor of the same building, dimensions 40 by 22 feet, is for a like period, with same provisions and privileges. (Dated May 26, 1874.) Rent, \$1,200 per annum. Name of lessor, W. J. Murtagh. For use of Light-House Board. Partially fire-proof.

Young's Building on Fifteenth street, between D and E, northwest.—Containing seventeen rooms. Fire-proof vault in basement; partitions brick; staircasing and roof of wood. Lease dated May 25, 1875, for the period of one year from July 1, 1875, with privilege of four renewals of one year each. Rent, \$5,500 per annum. Name of lessor, Polly Y. Brownell. For use of Bureau of Statistics. Partially fire-proof.

FEBRUARY 19, 1876.

CORRESPONDENCE IN CASE OF ROBERT SANTHOFF AND
WILLIAM FLYNN.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with resolution of the House of Representatives of 14th instant, copies of correspondence, &c., in the case of Robert Santhoff and William Flynn.

FEBRUARY 25, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *February 24, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives copies of all the papers, correspondence, &c., in the office of the Chief of Engineers, in the case of Robert Santhoff and William Flynn, as called for in the resolution of the House of Representatives of February 14, 1876.

WM. W. BELKNAP,
Secretary of War.

We, the undersigned republicans of New Castle and Portsmouth, N. H., hereby protest against the further continuance of Robert Santhoff as superintendent of Government works at New Castle, and respectfully suggest that Mr. William Flynn, of Berwick, Maine, be appointed in his place.

JULY 15, 1875.

A. F. HOWARD,
Collector Port of Portsmouth.
DANIEL J. VAUGHAN,
United States Pension-Agent.
E. G. PEIRCE, JR.,
P. M., Portsmouth, N. H.
J. F. HALL,
Senator, First District.
LEANDER GARLAND,
Rep. of New Castle.

We indorse the foregoing.

DANIEL HALL,
Chairman Republican State Committee.

DOVER, July 15, 1875.

MY DEAR SIR: From personal investigation, I am satisfied that the work upon the United States fortifications at New Castle, N. H., is being carried on systematically against the interests of the republican party, and with the deliberate purpose of affording aid to our adversaries.

My attention was called to this matter at our last spring election, and so thoroughly was the business operated in the interest of the democratic party that we barely escaped losing our representative in the legislature from that strong republican township. Our candidate was elected by only one majority, and his seat was contested in the house.

This is a matter of very great importance, inasmuch as we have to strain every nerve to carry the legislature of New Hampshire.

At that time a change in the superintendency of the work there was agitated, and imperatively demanded by our republican friends of the town. The matter was quieted by assurances of a change of conduct in the future. Since then, however, I have positive information that the evil is greater than before, and that the work is run with direct reference to taking the town of New Castle from us by giving employment to democrats to the exclusion of republicans, and discriminating against us in all possible ways.

This outrage is creating great discontent and indignation among our republicans at New Castle and Portsmouth, and they demand that a change be made forthwith.

I earnestly second their wishes, and appeal to you to come to our assistance, and if the work there cannot be conducted incidentally to our advantage as a party, at least let it not be used to help the democracy.

E. G. Pierce, jr., esq., fully understands this matter, can explain its importance, is prepared to furnish the evidence of what I have stated, and his statements can be implicitly relied upon.

Anything you may be pleased to do to forward his wishes in the case will be done for the republican party of New Hampshire, and for it they will be duly grateful.

With great respect, your obedient servant,

DANIEL HALL,

Chairman Republican State Committee.

Hon. WM. W. BELKNAP,

Secretary of War.

(Secretary of War's indorsement—filed by Senator Cragin.)

I am satisfied that Mr. Santhoff should be removed from this position, and so direct. The personal information received leaves no other course. I suggest that Mr. Flynn be employed in his place, and, should he prove competent and faithful, retained.

WM. W. BELKNAP,

Secretary of War.

DECEMBER 17, '75.

(Indorsement on copy of foregoing papers.)

OFFICE CHIEF OF ENGINEERS,

Washington, December 20, 1875.

Copy respectfully referred to Lieut. Col. J. C. Duane, Corps of Engineers, who will carry out the suggestions of the Hon. Secretary of War By command of Brigadier-General Humphreys.

THOS. LINCOLN CASEY,

Lieutenant-Colonel of Engineers.

UNITED STATES ENGINEER OFFICE,
Portland, Me., December 24, 1875.

SIR: In compliance with instructions in your communication of the 20th instant, Mr. Robert Santhoff has been discharged from the position of overseer on the works in Portsmouth Harbor.

Work on the batteries was suspended last October for want of funds, and cannot be resumed until further appropriation is made by Congress.

As soon as means are provided for resuming the work, the directions contained in the indorsement of the Hon. Secretary of War will be complied with.

Very respectfully, your obedient servant,

J. C. DUANE,
Lieutenant Colonel Corps of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A., Washington, D. C.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., December 28, 1875.

SIR: Your communication of December 24th is received, informing the Department that, in accordance with the orders of the Hon. Secretary of War, Mr. Robert Santhoff has been discharged from the position of overseer on the works in Portsmouth Harbor.

As the Secretary also suggested the employment of Mr. William Flynn in the place of Mr. Santhoff, Mr. Flynn should be employed *at once* accordingly, and retained in that capacity, or in such other subordinate capacity as the condition of the appropriation and the number of employés retained on the works in Portsmouth Harbor will admit, until further additional appropriations are made, when he should be continued as overseer under the conditions mentioned by the Secretary of War.

By command of Brigadier-General Humphreys.

Very respectfully, your obedient servant,

THOS. LINCOLN CASEY,
Lieutenant Colonel of Engineers.

Lieut. Col. J. C. DUANE,
Corps of Engineers, Portland, Me.

UNITED STATES ENGINEER OFFICE,
Portland, Me., January 11, 1876.

SIR: I have the honor to acknowledge the receipt of your letter of the 28th December, 1875, and to state in reply, that Mr. Flynn has been informed by letter that he has been appointed overseer on the works in Portsmouth Harbor, and directed to report to me by letter, in case he accepted the appointment. No letter has as yet been received from him.

I would propose to pay him \$4 per day, as authorized by the Department, and to allow him half-time during the suspension of the works, as has been usual in cases when the overseer is retained during the suspension of the works. I would respectfully inquire whether this arrangement will be considered satisfactory.

Very respectfully, your obedient servant,

J. C. DUANE,
Lieutenant Colonel Corps of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A., Washington, D. C.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., January 13, 1876.

SIR: Your communication of the 11th instant received, and the arrangements you have made, concerning the employment of Mr. Flynn, are satisfactory until further directions from the Department.

By command of Brigadier-General Humphreys.

Very respectfully, your obedient servant,

THOS. LINCOLN CASEY,
Lieutenant-Colonel of Engineers.

Lieut. Col. J. C. DUANE,
Corps of Engineers, Portland, Me.

UNITED STATES ENGINEER OFFICE
Portland, Me., February 12, 1876.

SIR: As there is no work whatever in progress on the batteries in Portsmouth Harbor, and as it is now improbable that work will be resumed next season, I would respectfully recommend that the overseer, (Mr. Flynn,) be discharged.

After the work was suspended last October, Mr. Santhoff was retained in the office to complete some office work, on which he had been engaged the previous year, and it was not my intention to have continued him on the Portsmouth rolls after the 1st of January, unless there was a prospect of an appropriation for these batteries for the coming season.

Very respectfully, your obedient servant,

J. C. DUANE,
Lieutenant-Colonel, Corps of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A., Washington, D. C.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., February 15, 1876.

SIR: Your communication of the 12th instant is received, and, under authority of the Secretary of War, you are hereby authorized to discharge Mr. Flynn, as therein recommended.

By command of Brigadier-General Humphreys.

Very respectfully, your obedient servant,

THOS. LINCOLN CASEY,
Lieutenant-Colonel of Engineers.

Lieut. Col. J. C. DUANE,
Corps of Engineers, Portland Me.

UNITED STATES SENATE CHAMBER,
Washington, February 23, 1876.

SIR: The inclosed affidavit has been in my possession for some time, and is forwarded for the information of your Department.

Very respectfully,

A. H. CRAGIN.

The Hon. SECRETARY OF WAR, *Present.*

I, Thomas Entwistle, of Portsmouth, N. H., depose and say that I was for eight years on the police force of Portsmouth. While on duty last summer, I saw Robert Santhoff, whom I well know, in a state of intoxication in a bar-room. His team was hitched near the station-house, taken in charge of by one of the police-officers. This same man is now in charge of the works at Jerry's Fort, New Castle, under the War Department of the United States. The season of drunkenness lasted nearly all day. He remained here till he sobered off.

THOMAS ENTWISTLE.

STATE OF NEW HAMPSHIRE,
County of Rockingham, ss:

JULY 14, 1875.

Personally appeared Thomas Entwistle, above named, and made oath to the truth of the foregoing affidavit by him signed. Said deponent is a credible person.

Witness my hand and seal at Portsmouth, on the day and year above written.

[SEAL.]

WILLIAM H. HACKETT,
Notary Public.

H. Ex. 131—2

○

Thomas Harris, of Portland, Me., writes me that he has
just received the book from the Boston office of the
American Society for the Advancement of the
Colored People, and that he is very much
interested in it. He says that he has
just received the book from the Boston office of the
American Society for the Advancement of the
Colored People, and that he is very much
interested in it.

THOMAS HARRIS

JOHN B. HARRIS
Boston, Mass.
Dear Sir,
I have just received the book from the Boston office of the
American Society for the Advancement of the
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American Society for the Advancement of the
Colored People, and that he is very much
interested in it.

WILLIAM P. ROSS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In compliance with a resolution of the House of Representatives of the 15th instant, certified copies of papers and records relating to the complicity of William P. Ross in the alleged Indian-bounty frauds of John W. Wright.

FEBRUARY 21, 1876.—Referred to the Committee on Indian Affairs.

FEBRUARY 25, 1876.—Ordered to be printed and recommitted to the Committee on Indian Affairs.

DEPARTMENT OF THE INTERIOR,
Washington, February 18, 1876.

SIR: In compliance with the request contained in the resolution adopted by the House of Representatives on the 15th instant, I have the honor to transmit herewith certified copies of all papers and records in this Department relating to the complicity of William P. Ross, formerly a Cherokee Indian delegate, in the alleged Indian-bounty frauds of John W. Wright.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

Hon. M. C. KERR,
Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., February 18, 1876.

I, Z. Chandler, Secretary of the Interior, hereby certify that the papers hereto attached are true copies of the originals now on file in this Department.

In testimony whereof I have hereunto subscribed my name and caused the seal of the Department to be affixed the day and year first above written.

[SEAL.]

Z. CHANDLER,
Secretary of the Interior.

WASHINGTON, *January 15, 1873.*

SIR: One Wm. P. Ross, claiming to be principal chief of the Cherokee Nation, is now a member of the Cherokee delegation present in Washington representing the interests of the nation before the legislative and executive branches of the Government.

This is the same Ross who has been connected with J. W. Wright in the alleged Indian bounty frauds, for which the United States are now prosecuting Mr. Wright.

From the evidence in the case, the records of the Department, and the written and oral reports of Government officers it very clearly appears,

1st. That this W. P. Ross and his brother Daniel H. Ross and other members of the Ross family, together with John W. Wright, arranged the original plan for trading in Indian bounties, which succeeded on the pretense that money or goods had been advanced to the Indians, in diverting from them moneys which should have been paid to them directly, and also resulted in fictitious claims, pretended payments never made, forged evidence, and numerous frauds upon the Indians and the Government.

2. That W. P. Ross and his family associates having arranged with Wright the original plan which resulted in defrauding the Indians and the United States, were principal parties in carrying it out.

a. They helped manufacture original evidence, on which bounty claims were allowed, printed blank affidavits being signed in blank, either with the genuine signatures of dishonest parties or with the forged signatures of witnesses, judges, and clerks of courts, with a seal of court affixed in blank, all before the cross-mark signatures of the Indians whose affidavits were being thus manufactured, were affixed to them, or the body of the affidavits filled up.

b. They received moneys paid by the United States on Indian bounty-claims allowed on evidence like the foregoing, in many cases the drafts negotiated by Wright having upon them forged indorsements of dead Indians.

c. They helped manufacture receipts and vouchers for Wright to file with the United States, and in hundreds of them appear as witnesses to the cross-marks of parties who purport to sign them, in many cases the parties being dead and their cross-marks being unquestionably forged.

3. Having, therefore, every inducement to conceal the frauds committed, W. P. Ross and his family have been potent actors in preventing the accumulation of proof against Wright.

At every stage of the efforts to procure testimony in the Indian country their influence has been adverse. In the late visit of the officers of the Department of Justice to obtain testimony in the Territory, they were partially frustrated by the influence, as they believe, of W. P. Ross, then lately elected Cherokee chief. In all future proceedings to obtain testimony and to correct the wrongs which have (been)? done the Indians, and punish the guilty perpetrators of bounty frauds, his wishes, interests, and action cannot fail to be all against truth and justice, against the interest of his nation and of the United States.

Under these circumstances, I unhesitatingly advise that it is for the interest of the United States to refuse to recognize W. P. Ross as a representative of the Cherokee Nation, or to allow him to have access to or transact any business with the Departments. On the contrary, if possible, after this lapse of time, he should be indicted in Washington,

and tried for his participation in the frauds for which Mr. Wright is being prosecuted.

Very respectfully,

W. E. CHANDLER,
Counsel for the United States.

Hon. GEO. H. WILLIAMS,
Attorney-General.

DEPARTMENT OF JUSTICE,
Washington, Feb. 1, 1873.

Hon. C. DELANO,
Secretary of the Interior :

SIR: I have the honor to inclose herewith for your information, and for such action as you may deem advisable in the premises, a copy of a letter addressed to this Department on the 15th ultimo by Wm. E. Chandler, esq., relative to one Wm. P. Ross, who claims to be principal chief of the Cherokee Nation, and is now a member of a delegation of that nation at present in this city, representing the interests of said nation before the legislative and executive branches of the Government.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

DEPARTMENT OF THE INTERIOR,
Washington, Feb. 4th, 1873.

SIR: I inclose herewith for your information a copy of a letter addressed to this Department on the 1st inst., by Hon. Geo. H. Williams, Att'y General U. S., transmitting a letter from Hon. W. E. Chandler, dated the 15th ult., a copy of which is also inclosed.

Very respectfully,

C. DELANO,
Secretary.

WM. P. ROSS, Esq.,
Prin. Chief Cherokee Nation.

720 FOURTEENTH STREET,
Washington, Feb'y 4th, 1873.

Hon. COLUMBUS DELANO,
Sec. of the Interior :

SIR: I have just received your note of to-day transmitting, for my information, copies of a letter from the Attorney-General to yourself, dated the 2nd inst., and of one to him from W. E. Chandler, dated the 15th January.

I need not say that the communication of Mr. Chandler fills me with both surprise and indignation; and I forward you this letter at once, to deny his calumnies, and to demand the strictest investigation into my acts in connection with the payment of bounties and pensions to those Cherokees entitled to receive them. I deny every allegation or insinuation of said Chandler that implies any wrong, on my part, in the premises, either in deed or purpose, towards the Government of the United States or towards any of my people. So entirely conscious am I of my

rectitude in these respects, that I beg leave to inform you that I hold myself amenable to any tribunal of justice of competent jurisdiction under your Government or that of the Cherokee Nation, or, if there be none such, to the award of any intelligent and impartial tribunal that you or the President may see proper to institute for the investigation of my conduct.

I do not deny that, in common with others, I have traded in bounties and pensions, but I do deny that I have done so improperly, or that I have been guilty of any fraud or any attempt to smother inquiry or prevent the officers of the Government from obtaining evidence in the Wright investigation.

In regard to the advice which Mr. Chandler sees fit to volunteer to the Government, that it should refuse to recognize me longer as a representative of the Cherokee Nation, I desire only to remark that I am its lawful principal chief, and am duly commissioned as one of its representatives before the Government by its national council, in accordance with the provisions of its constitution and laws; that I have been so recognized, and venture to presume that no action of a different kind will be entertained by you until I shall be found to be unworthy of official recognition in my intercourse with the Government, or unfaithful to the interests of the Cherokee Nation.

I have the honor to be, very respectfully, your obedient servant,

WILL. P. ROSS,

Principal Chief of the Cherokee Nation.

DEPARTMENT OF THE INTERIOR,

Washington, February 10th, 1873.

SIR: Your communication of the 1st instant, inclosing a report from Hon. Wm. E. Chandler, making certain charges against Wm. P. Ross, principal chief of the Cherokee Nation, has been received, and a copy of the same, including a copy of the report of Mr. Chandler, was submitted to Mr. Ross, since which I have received from him, under date of the 4th instant, a communication, a copy of which is herewith inclosed.

You will perceive that Mr. Ross denies the charges contained in Mr. Chandler's report. I have respectfully to ask whether, in your opinion, it would be desirable that I cause the charges of Mr. Chandler to be investigated by some competent person of integrity and intelligence.

Very respectfully your obedient servant,

C. DELANO,

Secretary.

Hon. GEO. H. WILLIAMS,

Attorney-General, Washington City.

AMOUNT OF GOLD AVAILABLE FOR THE RESUMPTION OF
SPECIE PAYMENTS.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

IN RESPONSE TO

A House resolution of the 15th instant, asking for a statement of actual amount of gold owned by the Government available for the resumption of specie payments, &c.

FEBRUARY 28, 1876.—Referred to the Committee of Ways and Means and ordered to be printed.

TREASURY DEPARTMENT,
February 24, 1876.

SIR: In reply to the resolution of the House of Representatives of the 15th instant, requesting that the Secretary of the Treasury report within ten days "the actual amount of gold owned by the Government, and available for the resumption of specie payments, after deducting the amount of gold-certificates now outstanding, accrued interest on Government bonds, and bonds called for the sinking-fund to this date," I have the honor to inform you that the reported coin-balance of the Treasury this day is \$91,987,028 17

From which should be deducted items as follows:

Coin-coupons	\$1,547,462 06
Demand-notes	10 00
Coin-certificates	1,427,200 00
Sinking-fund and interest	1,873,825 50
Bonds redeemed and interest	13,832,553 65
Interest due and unpaid	9,254,634 50
Outstanding bonds called for sinking-fund	2,548,000 00
Outstanding coin-certificates	33,968,300 00
Silver coin and bullion	14,193,618 70
	78,645,604 41

Leaving the actual available gold coin owned by the Government 13,341,423 76

Very respectfully,

B. H. BRISTOW,
Secretary,

Hon. M. C. KERR,
Speaker of the House of Representatives.

WILLIAM P. ROSS.

LETTER
FROM
THE ATTORNEY-GENERAL,

TRANSMITTING,

In response to a House resolution of the 15th instant, papers and records relating to the complicity of William P. Ross in the alleged Indian-bounty frauds of John W. Wright.

FEBRUARY 29, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, February 28, 1876.

SIR: In compliance with a resolution of the House of the 15th instant, I have the honor to transmit herewith certified copies of papers and records in this Department relating to the complicity of William P. Ross in the alleged Indian-bounty frauds of John W. Wright.

Very respectfully, your obedient servant,
EDWARDS PIERREPONT,
Attorney-General.

The SPEAKER of the House of Representatives.

UNITED STATES OF AMERICA:

DEPARTMENT OF JUSTICE, February 28, 1876.

Pursuant to the act of Congress of February 22, 1849, I hereby certify that the annexed papers are true copies of papers and records on file in this Office.

In witness whereof I have hereunto set my hand and caused the seal of the Department of Justice to be affixed on the day and year first above written.

[SEAL.]

EDWARDS PIERREPONT,
Attorney-General.

WASHINGTON, January 15, 1873.

Hon. GEORGE H. WILLIAMS,
Attorney-General:

SIR: One William P. Ross, claiming to be principal chief of the Cherokee Nation, is now a member of the Cherokee delegation present in

Washington, representing the interests of the nation before the legislative and executive branches of the Government. This is the same Ross who has been connected with John W. Wright in the alleged Indian-bounty frauds, for which the United States are now prosecuting Mr. Wright.

From the evidence in the case, the records of the Departments, and the written and oral reports of Government officers, it very clearly appears—

1. That this William P. Ross, and his brother Daniel H. Ross, and other members of the Ross family, together with John W. Wright, arranged the original plan for trading in Indian bounties, which succeeded, on the pretense that money or goods had been advanced to the Indians, in diverting from them moneys which should have been paid to them directly, and also resulted in fictitious claims, pretended payments never made, forged evidence, and numerous frauds upon the Indians and the Government.

2. That William P. Ross and his family associates, having arranged with Wright the original plan which resulted in defrauding the Indians and the United States, were principal parties in carrying it out.

a. They helped manufacture original evidence, on which bounty-claims were allowed; printed blank affidavits, being signed in blank either with the genuine signatures of dishonest parties or with the forged signatures of witnesses, judges, and clerks of courts, with a seal of court affixed in blank, all before the cross-mark signatures of the Indians, whose affidavits were being thus manufactured, were affixed to them or the body of the affidavits filled up.

b. They received moneys paid by the United States on Indian-bounty claims allowed on evidence like the foregoing, in many cases the drafts negotiated by Wright having upon them forged endorsements of dead Indians.

c. They helped manufacture receipts and vouchers for Wright to file with the United States, and in hundreds of them appear as witnesses to the cross-marks of parties who purport to sign them; in many cases the parties being dead, and their cross-marks being unquestionably forged.

3. Having, therefore, every inducement to conceal the frauds committed, William P. Ross and his family have been potent actors in preventing the accumulation of proof against Wright. At every stage of the efforts to procure testimony in the Indian country their influence has been adverse. In the late visit of the officers of the Department of Justice to obtain testimony in the territory they were partially frustrated by the influence, as they believe, of William P. Ross, then lately elected Cherokee chief. In all future proceedings to obtain testimony and to correct the wrongs which have been done the Indians, and punish the guilty perpetrators of bounty-frauds, his wishes, interests, and action cannot fail to be all against truth and justice, against the interest of his nation, and of the United States.

Under these circumstances I unhesitatingly advise that it is for the interests of the United States to refuse to recognize William P. Ross as a representative of the Cherokee Nation, or to allow him to have access to or transact any business with the Departments. On the contrary, if possible after this lapse of time, he should be indicted in Washington and tried for his participation in the frauds for which Mr. Wright is being prosecuted.

Very respectfully,
(Signed)

WM. E. CHANDLER,
Counsel for the United States.

*Impressions of the bogus seals used in the alleged Indian-bounty frauds.
(Originals in the Department of Justice.)*

[For impression of these seals see manuscript.]

(Copy.)

It is hereby agreed between the creditors, whose names are hereunto affixed, of Daniel H. Ross & Bro., and Ross, Gunter & Co., of the first part, and Brown Wright, of Fort Gibson, C. N., of the second part, that for all moneys that Brown Wright shall cause to be paid in *cash* into the hands of F. W. Gulager, as our agent, to be credited upon the debts due us from D. H. Ross & Bro., and Ross, Gunter & Co., we will allow Brown Wright a commission of ten per cent. upon such cash payments, Brown Wright agreeing to charge such commission of ten per cent. only upon such moneys as he may be able to have paid us upon this indebtedness through his own influence and management.

Given under our hands and seal this thirty-first day of October, 1867.

(Signed)

HENRY BELL & SON.

"

SCOTT & MELLIER.

"

LEWIS & SWAN.

"

J. ARNOT & CO.

"

ORR & LINDSLEY.

"

CHAUNCEY I. FILLEY.

"

J. F. SCHIEFER.

"

WM. G. DOWNING & CO.

"

BARRON, HOUSE & MENG.

(Copy.)

WASHINGTON, D. C., Nov. 11, 1868.

Wm. P. Ross, of the Cherokee Nation, and John W. Wright, of Washington, D. C., agree as follows:

1st. Said Wright agrees to accept for John B. Wright, by his agent, Wm. P. Ross, the sum of five thousand dollars, payable in sixty days, and a like amount in ninety days, which sum of money said Ross is to invest in goods in St. Louis, and to transport to Ft. Gibson, and sell and remit the proceeds of all sales of said goods to said Wright in Washington City. In case of the death of said Wm. P. Ross then said John W. Wright, or John B. Wright, may enter into possession of said store at Ft. Gibson and sell said goods until the same shall be disposed of. Wm. P. Ross agrees to pay to said John W. Wright ten per centum on the entire amount of his sales for his acceptance aforesaid and for collections to be made by extra bounty. Said Ross agrees to convey to John B. Wright and his wife jointly the six lots in Ft. Gibson, where his house now stands, for three thousand dollars, payable as soon as the aforesaid acceptances are paid, or in three days after they secure possession of the ground, 1st Dec. next.

JOHN W. WRIGHT.

WM. P. ROSS.

J. A. W., 30.—F. B. P. S., *U. S. Com.*

WASHINGTON, *Aug. 27th, '69.*

DR. SANDY: I received the draft of Blue Car-laid-noo-his-ky, & collected it. You can pay Mr. Tipe \$35, his share of it. I wrote you to pay the widow of Ko-no-fix-e-ko, of Com. E, 1 Reg., & of Ground Hog, Com. F, 2 Reg. Take receipts & send me. Where a widow claims one of the A, a, you will take proof she is the widow. Retain the proof, pay her, & take rec^{Paid}ipt & forward it to me.

I find also the application of the mother of Reed Vann, Com. G, 2 Reg., one of the a a. You can pay her & take rec^{Paid}ipt, & forward it. I got some rec^{Paid}ipts of widows for dead soldiers of Ross. If I file them to get new drafts, they will be sent to claimants & I will lose them. I wish you would send me blank rec^{Paid}ipts in the name of soldier. I think my original power is sufficient to endorse them, and I will do so; *but say nothing*, & as soon as you send them I will get the money. They are as follows:

Jackson Martin, M, 3 Reg.
Oo-lay-wat-tu, B, 2 Reg.
Blue Blackfoot, M, 3 Reg.
Young Squirrel, G, 3 Reg.
Jack Watt, D, 3 Reg.
Grass, B, 3 Reg.
Little Hawk, G, 3 Reg.
Samuel Squirrel, I, 2 Reg.
Jno. Deerhead, G, 3 Reg.
Duck Draper, K, 3 Reg.
John Cloud, C, 3 Reg.
Hatchet Fisher, M, 3 Reg.
James Tobacco, I, 2 Reg.
Roundabout Puff, B, 3 Reg.
Bark Prince, C, 2 Reg.
Arch Spears, B, 2 Reg.
Jessey, M, 3 Reg.

I hold the receipts of the widow in each case, but I fear it will not pass, & if I file them in 2 Auditor I may lose them, so forward me 17 rec^{Paid}ipts, with no name on them but yours as witness. I have filed two cases, Peanok, of Com. C, & Sunday, Com. C, 3 Reg., both in 2 Auditor's Office, and I fear we will lose them. I shall file no more of the cases Ross passed to me, but will hold just as they are. I have mislaid the list of drafts you sent me. Have you a draft for Jackson Housebury, or Walter Hunter, or Samuel Hine? If you have, send them in registered letter, as they are a part of those passed by Ross to me, & I have not got them. I have a good clerk, am in good health, & work hard. I have all the cases filed, and will so begin to grind them out.

Do all you can to keep Brown in a proper course. Counsel & advise. If he gets wrong go home with him & stay until you can get him right. I will write to Nash to-morrow & direct certain payments to be made.

If Brown collects fees in pension cases let him pay Nash what he does not need.

Write often. Send all claims & rec^{Paid}ipts once a week.

Yours,
(Signed)

J. W. WRIGHT,

The \$500 that Ross paid you, was it for St. Louis creditors or for me, or both?

(Copy.)

FORT GIBSON, C. N., *Sep. 6th*, 1869.

Judge JOHN W. WRIGHT:

DEAR SIR: I have sent you, as directed, five drafts, viz, Sunke, Jackson Housebug, So-whey-ley, Fus-se-ki-ya-ha-jo, and Big Billy; also, 1 Opothleyaholo, receipt. Franklin Gritts for \$384 $\frac{42}{100}$. Mr. Nash has given you credit for \$38 $\frac{44}{100}$, your fee. Also, 13 receipts, to wit, Kun-sar-tee, I, 1st; Oc-te-ah-dree, I, 1st; Ah-tas-ha-goh, A, 1; Chee-sa-le-ta, D, 2; Wilson Artsey, C, 3; Louis Spoon, F, 2; George Grayson, D, 1; Oo-la-na-sti-ski, G, 2; York McGilora, D, 1; 2 bounties, Tou-le-gi, C, 1; Coar-sart-fix-e-ko, C, 1; Kos-sah, I, 1; John Dyer, D, 1; also, 17 blank receipts, as requested. I have not a draft for Water Hunter or Sam Hicks. I will pay the *a*, *a*^s, as directed. I am glad you have a good clerk. What about Moodie? The 500 dollars I received from Ross, I gave him a receipt on $\frac{a}{c}$. I will see him to-morrow, and let you know how he wishes it disposed of.

Respectfully,

ALEX. CLAPPERTON.

(Copy.)

J. A. W., 124.—F. P. B. S., *U. S. Com.*FORT GIBSON, C. N., *April 29th*, 1869.

Received from Alexander Clapperton the following irregular receipts, with powers of atty. attached:

1. Oo-lay-wattee....	Co. B, 2 Reg.	Torcurstese.....	Mo.
2. Jackson Martin...	M, 3	Anika.....	Wid.
3. Sunday.....	C, 3	Gordergain.....	Wid.
4. Young Squirrel...	G, 3	Anna.....	Wid.
5. Grass.....	B, 3	Ah-you-ga.....	Wid.
6. Jessey.....	M, 3	Betsy.....	Mo.
7. Jno. Cloud.....	C, 3	Jane Cloud.....	Wid.
8. Ben Blackfoot...	M, 3	Sarah.....	Wid.
9. Bark Prince.....	C, 2	Lucinda.....	Wid.
10. Arch Spears.....	B, 2	Polly Spears.....	Wid.
11. Jack Watt.....	D, 3	Ellas or Aleck.....	Son.
12. Duck Draper.....	K,	Sally.....	Wid.

(Signed)

ROSS & CO.,
pr. MEIGS.FORT GIBSON, *Febr'y* 27, 1873.

I hereby depose that the above receipt is the one I gave Clapperton at the time he gave me back the powers of attorney, with receipts attached, which Ross & Co. had sent to Judge Wright, and which Clapperton said judge had ordered to be returned to Ross & Co., and that the said Wright stated "they were of no account."

(Signed)

HENRY C. MEIGS.

Attest:

(Sgd.)

J. A. WILLIAMSON,
U. S. Special Agent.

Received of W. Wright, in full of all demands for additional bounty.
 TORCURSTESE, her + mark.
Mother of Oo-lay-wattee, decd.,
of Co. B, 2d Indn. Regt.

Attest:

HENRY C. MEIGS.

DAN. H. ROSS.

H. E. M., B. 311. 1072.

Received of ———, in full of the above draft, and of John W. Wright, in full of all demands for additional bounty.

YAHTSA, her + mark.

Widow of Little Hawk, Co. G, 3rd Regt.

Attest:

(Sgd.) HENRY C. MEIGS,

(Sgd.) WILL P. ROSS.

H. E. M., C. 227. A. R. M. S. 1008.

Received of ———, in full of the above draft, and of John W. Wright, in full of all demands for additional bounty.

ARCH SPEARS, decd.,

(Co. B., 2nd Indn. Regt.,)

By widow POLLY SPEARS, her + mark.

Attest:

(Sgd.) DAN. H. ROSS.

(Sgd.) HENRY C. MEIGS.

H. E. M., B. 297. A. M. B. 1010.

Received of ———, in full of the above draft, and of John W. Wright, in full of all demands for additional bounty.

YOUNG SQUIRREL,

Co. G., 3 Reg.,

By widow ANNA, his + mark.

Attest:

(Sgd.) HENRY C. MEIGS.

(Sgd.) DAN. H. ROSS.

H. E. M., C. 228. A. R. M. S. 1019.

Received of ———, in full of the above draft, and of John W. Wright, in full of all demands for additional bounty.

BETSY, her + mark,

Mother Jessy, decd., Co. M., 3rd Ind. Regt.

Attest:

(Sgd.) DAN. H. ROSS.

(Sgd.) JNO. A. ROSS.

H. E. M., C. 3. A. R. M. S. 1012.

Received of ———, in full of the above draft, and of John W. Wright,
in full of all demands for additional bounty.

— AH-YO-UGA, her + mark,
Wid. of Grass, Co. B., 3rd Ind. Regt.

Attest:

(Sgd.) HENRY C. MEIGS.

(Sgd.) DAN. H. ROSS.

H. E. M., C. 424. 1016.

Received of ———, in full of the above draft, and of John W. Wright,
in full of all demands for additional bounty.

— ANIKA +,
Widow of Jackson Martin, Co. M, 3d Indn. Regt.

Attest:

(Sgd.) HENRY C. MEIGS.

(Sgd.) RICHARD PERRYMAN.

H. E. M., C. 17. A. R. M. S. 1018.

Received of ———, in full of the above draft, and of John W. Wright,
in full of demands for additional bounty.

— SARAH, her + mark,
Wid. Ben Blackfoot, decd., Co. M, 3rd Indn. Regt.

Attest:

(Sgd.) DAN. H. ROSS.

(Sgd.) HENRY C. MEIGS.

H. E. M., C. 24. A. R. M. S. No. 1015.

Received of ———, in full of the above draft, and of John W. Wright,
in full of all demands for additional bounty.

— SALLY, her + mark,
Wid. Duck Draper, dd., Co. K, 3d Ind. Regt.

Attest:

(Sgd.) DAN. H. ROSS.

(Sgd.) HENRY C. MEIGS.

H. E. M., C. 113. A. R. M. S. 1009.

Received of ———, in full of the above draft, and of John W. Wright,
in full of all demands for additional bounty.

— KA-NA-HE, her + mark,
Wid. of Hatchet Fisher, decd., Co. M, 3rd Indian Regt.

Attest:

(Sgd.) HENRY C. MEIGS.

(Sgd.) LEWIS A. ROSS.

H. E. M., C. 21. A. R. M. S. 1005.

Received of ———, in full of the above draft, and of John W. Wright,
in full of all demands for additional bounty.

BETSEY, her + mark,
Widow of John Deerhead, decd., of Co. G, 3d Indian Regt.

Attest:

(Sgd.) HENRY C. MEIGS.

(Sgd.) WILL. P. ROSS.

H. E. M., 6204. A. R. M. S. 1022.

Received of ———, in full of the above draft, and of John W. Wright,
in full of all demands for additional bounty.

SALLIE, her + mark,
Widow of Runabout Puff, Co. B, 3rd Indian Regt.

Attest:

(Sgd.) HENRY C. MEIGS.

(Sgd.) LEWIS A. ROSS.

H. E. M., C. 448. A. R. M. S. 1006.

Received of ———, in full of the above draft, and of John W. Wright,
in full of all demands for additional bounty.

JOHNSON ^{his} + FEATHER,
^{mark.}
Co. F, 3rd Indian Regt.

Attest:

(Sgd.) WILL. P. ROSS.

(Sgd.) HENRY C. MEIGS.

H. E. M., C. E. C. A. R. M. S. 325.

Received of ———, in full of the above draft, and of John W. Wright,
in full of all demands for additional bounty.

LUCINDA, his + mark,
Widow Bark Prince, de'd, Co. C, 2d Indn. Regt.

Attest:

(Sgd.) DAN. H. ROSS.

(Sgd.) WILL. P. ROSS.

H. E. M., B. 28. A. M. B. 1014. J. R.

(Copy.)—"L. W. D."

\$30.00.

FORT GIBSON, CHEROKEE NATION,
Dec'r 23rd, 1867.

Judge JOHN W. WRIGHT:

SIR: You will please pay to Ross, Gunter & Co. thirty dollars out of my bounty as a soldier of Company L, 3rd Indian Regiment U. S. Volunteers; and I hereby authorize said Ross, Gunter & Co. to receive any money or draft and to use my name in receipting for the same and

endorsing any draft that may be payable to me on said account. For value received.

And oblige yours, &c.,

LEWIS ^{his} + BLACK WOOD.
mark.

Witness :

(Sgd.) D. H. ROSS.

(Sgd.) JOSH. ROSS.

Application of discharged soldier for additional bounty.

CHEROKEE NATION, *Indian Territory*, ss :

On this 5th day of January, 1867, personally appeared before me, a district judge in and for the nation aforesaid, Jack Watt, of the Cherokee Nation, personally known to me, who, being duly sworn according to law, declares that his age is ——— years ; that he is a resident of the Cherokee Nation, and that he is the identical person who enlisted as a private in Company D of the Third Regiment of Indian Home Guards, to serve for the period of three years, and was discharged from the service of the United States as a private at Fort Gibson on the 31st day of May, 1865, by reason of Order No. 110, Department of Arkansas, and that there is additional bounty of \$100⁰⁰/₁₀₀ due him under the act of Congress approved July 28, 1866. And he does further declare that he has not bartered, sold, assigned, transferred, loaned, exchanged, or given away his final-discharge papers, or any interest in the bounty provided by this or any other act of Congress ; that he has not already received, or is entitled to receive, any other or greater bounty than \$100, and that the statement of service above given is a correct and true statement any of and all service rendered by him during the rebellion ; and that he has never served otherwise than as stated. And he hereby constitutes and appoints John W. Wright, of Washington, D. C., his attorney, to present and prosecute this claim, and authorizes him to receive and receipt for any certificate, check, or draft that may be issued for the same, and to do any other act or thing necessary or that he might do if personallay present, with full power of substitution and revocation, hereby countermanding all former authority that may have been given for the above specified purpose.

JACK WATT, his + mark,
Signature of Claimant.

JOHN BROWN WRIGHT.

H. C. MEIGS.

Also, personally appeared before me, a district judge in and for the Cherokee Nation, John Wheaton and D. R. Hicks, of the Cherokee Nation, personally known to me, who, being duly sworn according to law, declare that they have been for 5 years acquainted with Jack Watt, the above-named applicant, who was a private in Company D of the 3rd Regiment of Indian Home Guards, and know him to be the identical person named in the foregoing declaration ; and that they have no interest whatever in this application.

JOHN WHEATON.
D. R. HICKS.

Witnesses' signatures :

JOHN BROWN WRIGHT.

H. C. MEIGS.

Sworn to and subscribed before me this 5th day of January, 1867.

(Official signature,) ROBERT CRAWFORD.

I certify that Robert Crawford, before whom the foregoing declaration and affidavit were made, is a district judge, duly authorized to administer oaths, and that the above is his signature.

In witness whereof I have hereunto set my hand and official seal this 5th day of January, 1867.

[L. S.]

ALBERT BARNES,
Clerk of the District Court C. N.

(Same page.)

NOTE.—If the witnesses and claimant, or either of them, make their mark, let two persons who can write their names attest the signature. The officer administering the oath should not be one of the attesting parties.

(Form No. 5.)

The United States to Jack Watt, pri., discharged from D Company, 3^d Regiment of Ind. H. G., Dr.

Dollars. Cents.

For ordinary bounty under all prior acts.....	
For bounty to colored troops, act of July 26, 1866.....	
For bounty to white and colored troops, two-year enlistments, under act of July 28, 1866.....	
For bounty to white and colored troops, three-year enlistments, under act of July 28, 1866.....	100 00
Deduct for advanced bounty—enlisted July 11, 1862.....	
Balance	100 00

The payment of bounty endorsed on discharge and noted on rolls.

Received of C. Holmes, paymaster U. S. Army, this 30 day of Oct., 1868, one hundred dollars and ——— cents, in full of the above account.
Chk. on asst. treas., N. Y., same date & amt.

(Signed in duplicate.)

JACK WATT,
By J. W. WRIGHT,
Atty.

Witness:

M. WRIGHT.

P. WRIGHT.

(Copy.)

Testimony of Wm. P. Ross for defendant.

WILLIAM P. ROSS, a witness for the defence, sworn and examined.

By Mr. STANTON:

Q. Where do you live?

A. I live at Fort Gibson, in the Cherokee Nation, Indian Territory.

Q. What position do you occupy in that nation?

A. I am at present the principal chief.

Q. How long have you occupied that position?

A. During my present term of office. I have been chief for something over a year.

Q. How long before that?

A. I was chief in 1866 & 1867 for one year.

Q. Were you at Fort Gibson in May & June, 1869?

A. I can't state positively as to the time I was there, but I presume I was.

Q. I mean at the time when Judge Wright went out to pay the second bounties.

A. I don't recollect. My impression is that I was not at Fort Gibson. I may have been there; I am not positive about it.

Q. Do you remember to have been in the room while he was paying these bounties—paying out the drafts payable to the order of the Indians?

A. I was present when Judge Wright made some payments, but as to the particular time I can't be positive.

Q. I mean payments of the second bounties. He was only there once for that purpose, I believe, and that was about May or June, 1869; then he paid in drafts payable to the order of the Indian.

A. I can't be positive as to the dates. I have seen some payments; that may have been the payment.

Q. You saw payments made in these drafts by Judge Wright?

A. I have seen payments made by Judge Wright in drafts, & I presume it was at that time.

Q. State whether, at that time, you transferred to Judge Wright any of these hundred-dollar drafts of the paymaster on the assistant treasurer at New York, and, if so, how many?

A. We so transferred to Judge Wright a number of drafts, but the precise amount I couldn't state without reference to the books used by the concern. There were a number of them, though.

Q. Will you state about the amount?

A. There were a good many drafts that went into Judge Wright's hands for the benefit of the creditors of D. H. Ross, of Ross, Gunter & Co., in Saint Louis, and there were some that went into the hands of Judge Wright which I paid to him myself, in consequence of a business transaction that I had had with him. The precise amount of these drafts I cannot state. I judge that we must have paid Judge Wright from seven to eight thousand dollars, or from six to eight thousand dollars personally, & then more or less to some of the other creditors in Saint Louis.

Q. Where was it that you delivered these drafts to him?

A. The most of these drafts were delivered to Judge Wright in Fort Gibson. I recollect that circumstance. When your question was first asked me, I thought it went farther back than that transaction, or else I would have replied somewhat differently.

Q. You remember about the time, then? It was at the time Judge Wright was there making these payments?

A. Yes, sir. Judge Wright visited that country on more than one occasion, but I believe it was the last occasion he was there and made payments.

Q. Were you a member of the Cherokee council in 1872?

A. Yes, sir; I was a member of the senate of the Cherokee national council.

Q. Was Lacy Hawkins a member?

A. Lacy Hawkins was a member of the council, which is the lower house of the national council.

Q. Do you remember the fact that the council gave to the commission

which had been appointed to take testimony in the arbitration case of Judge Wright with the Government, the use of the council-chamber?

A. I remember that circumstance very well from the fact that I drew up the resolution. I am not positive, but I believe it was at the suggestion of Mr. Jones, and it was presented by Mr. Bengé, who was my colleague in the senate. Mr. Bengé was my colleague, from the same district that I represented.

Q. Lacy Hawkins was a member at that time?

A. He was a member of the council then. I don't know whether he was present or not.

Mr. HARRINGTON:

Q. You don't know whether he was present or not, you say?

A. Not at the time the resolution was passed.

Mr. STANTON:

Q. What do you say about the resolution?

A. I say I don't know whether he was present, but it was at the time he was a member.

Q. It was notorious, was it not?

A. Yes, sir; it was a matter of notoriety all around the place.

Q. (Producing paper.) Is that your signature and witness to that power of attorney?

A. Yes, sir; this is my signature, I believe.

Q. When that paper was made was that acknowledged by the party professing to make it?

A. It was, or I would not have signed it.

Q. There are powers of attorney of the same kind witnessed, I believe, by two brothers of yours. Look at those and state whether you know this handwriting.

A. I believe this to be the handwriting of Daniel H. Ross.

Q. Your brother?

A. One of my brothers. I believe that to be the signature of Lewis A. Ross, another brother of mine.

Mr. STANTON. Those are the powers of attorney in those cases of the dead Indians, where the endorsement was made in the name of the dead Indian.

Cross-examination by Mr. Harrington:

Q. State whether the national Cherokee Nation had a seat at that time?

A. The Cherokee Nation had no seat at that time. It has one at present.

Q. You are the chief of the Cherokee Nation?

A. I am.

Q. Do you know when the alleged seal of the Cherokee Nation was affixed to that power of attorney?

A. Yes, sir.

Q. When?

A. It was affixed to that power of attorney about the time it was dated and attested.

Q. When was this power of attorney made?

A. The date will show when it was made. That is not the seal of the Cherokee Nation, I presume.

Q. I will make an impression of this seal & get you to tell me what it is. (Counsel does so, & presents it to the witness.) Does not this upon its face purport to be the national seal of the Cherokee Nation?

A. That professes to be the seal of the Cherokee Nation.

Q. And at the time it was affixed to this paper, you say there was no seal of the nation?

A. There was no seal of the Cherokee Nation authorized by law. The act creating a seal of the Cherokee Nation was passed subsequently.

Q. You do not know then, of course, where these seals were made?

A. I do not know where those seals were made, but as you raise the question in regard to that matter, I desire to explain the circumstances under which I did it. There was at that time, as I have stated, no seal of the Cherokee Nation, and, so far as I know, there was no seal of any of the courts of the Cherokee nation. That is, I mean created by law or authorized by law. The officers & others in attesting documents simply used a common scrawl in making a seal. Afterwards I understood that the judge of the district court of the Illinois district, in which Fort Gibson is situated, caused a seal to be procured for his office, & as there was no law that prevented any such thing, & I regarded it as an evidence sufficient to prevent any improper abuse, & it was necessary to authenticate documents, & it was in common use there, I did not think there was any impropriety in it, and it was under the circumstances the seal of that court.

Mr. STANTON:

Q. Do you know anything about that order—being ordered for the procurement of the seal by the court?

A. I don't know anything about the order, but I have understood Judge Crawford ordered it.

Mr. STANTON. This is Judge Crawford's order to make the seal?

A. Yes, sir. It was in constant, & public, & notorious use in that country for a long time.

Q. Was it used upon other documents than those of Judge Wright?

A. I have used it myself upon other documents. I suppose it was used by other persons; I don't know.

Testimony of Wm. P. Ross, for defendant.

By the COURT:

Q. This is a Cherokee court.

A. Yes, sir.

By Mr. RIDDLE:

Q. What was the name of the judge?

A. Robert Crawford, whose name appears to the order that was shown to me, was, for a greater or less length of time, judge of the district court. Besides him there were eight others, judges of the county courts, as they be called.

Q. This is a seal used by Judge Crawford in his court?

A. Yes, sir; that is my understanding of it.

Mr. STANTON: I will read.

Ordered by the court that the honorable J. W. Wright be authorized to procure, for the use of this court, a seal of the office of the following description: the words "Cherokee Nation;" seal to be inscribed on the edge, and the words "Industry, Knowledge, and Justice," to be inscribed across the center in the language of the Cherokees.

What are the words inscribed across the centre?

A. I could not read them myself so as to interpret them satisfactorily.

Cross-examination by Mr. HARRINGTON: Are you acquainted with Mr. Crawford's hand-writing?

A. I have seen it frequently.

Q. Is this his handwriting? (Handing witness a paper.)

A. That is some of his writing—purporting to be his writing—the signature more especially. I believe that it is either his handwriting or the writing of the man who was acting as his clerk at the time. I would not state positively which.

Q. Who was that?

A. Mr. Thornton, I think.

Q. Is it anything like the handwriting of Mr. Barnes?

A. No; not according to my conception of it; but I would not state positively.

Q. You think that is Robert Crawford's signature.

A. I have no doubt but what Robert Crawford authorized it.

Q. That is not my question; I ask you whether that is his signature or not.

A. I would not state positively whether Mr. Crawford put it there himself or not.

Q. You do not know it to be his handwriting.

A. No, sir.

Mr. STANTON. Do you know whether Mr. Crawford could write or not?

A. Mr. Crawford, I believe, wrote his own signature.

Q. Can he write anything else beside his own signature?

A. I do not know how well Mr. Crawford writes in English, but I suppose he can write some; I cannot state to what extent.

Q. Is he capable of writing that order?

A. I judge not. That is not Mr. Crawford's handwriting.

Q. That is not?

A. The upper part is not.

Mr. HARRINGTON. Do you claim this to be Mr. Crawford's handwriting?

Mr. STANTON. No, sir; it is the handwriting of his clerk.

The COURT. In whose handwriting is the order?

A. I believe it to be in the handwriting of Mr. Henry D. Reese, of the Cherokee Nation, who was at one time a delegate.

Q. He was at one time clerk of that court?

A. No, sir; not of that court.

Mr. HARRINGTON. How long have you known Judge Wright?

A. I met with Judge Wright first, according to my recollection at the present time, in Washington City in 1863.

Q. You speak now of three kinds of drafts that went into his hands. First, you transferred to him some drafts. Did he pay for those?

A. Yes, sir; Judge Wright paid for those drafts.

Q. What did he give you for those on each draft?

A. Judge Wright had a son by the name of Brown Wright, who was in the Cherokee Nation, and who had married a Cherokee woman. He became a citizen of the Cherokee Nation by that marriage. I had a piece of property in the town of Fort Gibson that I was anxious to dispose of, and that I had a right to do. I sold that piece of property to Brown Wright for the sum of three thousand dollars (\$3,000.00.) Brown Wright was also owing the firm with which I had been connected something like a thousand dollars. The firm with which I was connected had become somewhat embarrassed.

Mr. HARRINGTON. We do not want that fact yet.

WITNESS. I am explaining my action.

Mr. HARRINGTON. I am speaking now of what you gave Judge Wright.

A. I am speaking of the circumstances under which I came to give these drafts to Judge Wright.

Q. You know there were three batches of drafts you gave him?

A. I do not recollect.

Mr. HARRINGTON. I want to keep the distinction in mind.

WITNESS. That is just what I desire to do.

Q. In your testimony in chief you say you transferred some drafts to Mr. Wright?

A. I gave other drafts to Mr. Wright to be taken on account of Ross, Gunter & Company, St. Louis, and some went to Wright on a business transaction.

Q. So that there were three transactions?

A. There were in point of fact two different classes.

Q. Perhaps I can make my question plainer. Did you transfer any of those drafts to Mr. Wright without any business consideration other than the payment of money down there? Did he buy any drafts from you, giving you dollar for dollar?

A. If you will allow me to go on & make the explanation I was making, I think I can make the whole transaction clear to you.

Q. You will have a chance to explain all about your transaction with Judge Wright after a while. I want you to answer this simple question: Did you transfer any of these drafts to Mr. Wright for a money consideration payed down then and there?

A. I transferred no drafts to Judge Wright without a consideration; either received from him directly, or from certain creditors in St. Louis.

Q. Now, then, that is not my question. I say did Mr. Wright come to you and get any drafts from you and give you the money for them, dollar for dollar. Did you give him a thousand dollars' worth of drafts, & he give you a thousand dollars? Did you exchange drafts for money?

A. No, sir.

Q. There were no transactions of that kind?

A. No, sir.

Q. Permit me to read this to you, & see if it is the copy of the contract, or if it is a contract existed between you and Mr. Wright.

WASHINGTON, November 11, 1868.

On the part of William P. Ross, of the Cherokee Nation, and John B. Wright, of Washington, D. C.

Mr. RIDDLE. One moment. There is a better way of proving papers than by the introduction of a copy.

Mr. HARRINGTON. I will then call up a new gentleman to produce the original contract which you have.

The COURT. When it is offered in evidence——

Mr. RIDDLE. It can be read.

The COURT. This is a cross-examination.

Mr. HARRINGTON. I am cross-examining the witness as to his relations with Mr. Wright.

The COURT. For the purpose of cross-examination you may use a copy to call his attention to this matter, but it does not become proof.

Mr. HARRINGTON. Not at all, sir.

Mr. RIDDLE. It is not necessary for the gentleman to take a thousand people into his confidence by reading it in a very loud, sonorous voice.

Mr. HARRINGTON. I want to read it for the benefit of my learned brother on the other side, who seems to be very oblivious of the fact.

The COURT. You may refer to it for the purposes of cross-examination.

The COURT (to the witness.) When this question is answered, you may return to the explanatory testimony you were giving to the first question, & give the explanation in your own way.

Mr. HARRINGTON. Was Mr. Wright a member of the firm?

A. No, sir; he was not; he never was.

Q. Did you at any time agree to pay Judge Wright ten per cent. of all the sales in the store of Ross, Gunter & Company, & for collections to be made on checks for bounty-matter?

A. No, sir.

Q. Is not that the contract between you and Mr. Wright? [handing witness a paper.] I do not care to read it just now.

A. I believe that is substantially the terms of the agreement that I had with Judge Wright.

Mr. HARRINGTON. Is there any objection to my reading this?

WITNESS. It is not my signature, though, I will say.

Mr. STANTON. I do not see what that has to do with this case.

Mr. RIDDLE. He wants to assail the chief, Mr. Ross, I suppose.

The COURT. Proceed with the cross-examination.

Mr. HARRINGTON. I will now read the paper.

Mr. Harrington read as follows:

WASHINGTON, D. C., Nov. 11, 1868.

Wm. P. Ross, of the Cherokee Nation, and John W. Wright, of Washington, D. C., agree as follows:

1st. Said Wright agrees to accept, for John B. Wright, by his agent, Wm. P. Ross, the sum of five thousand dollars, payable in sixty days, and a like amount in ninety days, which sum of money said Ross is to invest in St. Louis, & to transport to Fort Gibson, and sell and remit the proceeds of all sales of said goods to said Wright in Washington City. In case of the death of said Wm. P. Ross, then said John W. Wright, or John B. Wright, may enter into possession of said store at Ft. Gibson, and sell said goods until the same shall be disposed of. Wm. P. Ross agrees to pay to said John W. Wright ten per centum on the entire amount of his sales for his acceptance aforesaid, and for collection to be made by extra bounty.

Said Ross agrees to convey to John B. Wright and his wife jointly the six lots in Fort Gibson, where his house now stands, for three thousand dollars, payable as soon as the aforesaid acceptances are paid, or in three days after they secure possession of the ground, 1st Dec. next.

(Signed)

JOHN W. WRIGHT,
WM. P. ROSS.

The COURT. Now, then, Mr. Ross, just make any explanation you desire to.

WITNESS. The explanation I was going on to make was simply this: As I have stated, Judge Wright had a son who became a citizen of the nation, & he wanted to buy certain property I owned in Ft. Gibson. He stated that the concern had become somewhat embarrassed in consequence of the prevalence of cholera & other circumstances which it is not necessary here to explain. Brown Wright agreed to take the property I offered him, for the sum of three thousand dollars; besides which, he owed the concern an account amounting probably to something like a thousand dollars. I then got Judge Wright to agree to endorse for me to the amount of ten thousand dollars, (\$10,000.00,) as well as I recollect—I would not be positive; maybe it was not that—obligating myself to pay Judge Wright the ten per cent. for these endorsements of my accounts, and to make payments, of course, for which he was responsible through me. That was the kind of transaction I had with Judge Wright—a business connection with him. He never was a member of the firm, & never exercised any control or

authority over my business, or those with whom I was associated, so far as my knowledge goes.

Mr. STANTON. State whether these are the books of your house—Ross, Gunter and Company.

A. I do not know. It will take me some time to examine them.

Mr. STANTON. Never mind doing that. We have already proved them by the clerk.

Mr. HARRINGTON. They are already in evidence, and there is no use of making any inquiry about them.

Q. Did you ever see the list furnished by Mr. Wright through Nash?

A. Mr. Nash probably furnished, so far as my knowledge goes, a dozen names or so. The firm of D. H. Ross and other firms were sutlers at Ft. Gibson during the war.

Mr. HARRINGTON. We understand all about that.

WITNESS. I want to explain how these things came about, since I am *I am* on the stand, because I consider it due to myself. They had complete muster-rolls of all the troops in the service during the war at Ft. Gibson, and nearly the entire amount of trade that they did in relation to both the first & second bounties was done relying upon the correctness of these rolls to show who were soldiers & entitled to allowance of these bounties.

Mr. STANTON. Do you remember how long it was between the payment of the first bounties & the collection of the second?

A. I do not. I was in Washington City when the first bounty was paid, on business.

Q. What year was that?

A. That was immediately after the war, in the winter of 1866-'7, and returned home, as well as I can recollect, in March or April, & the payment took place previous to my going home. That is my recollection about it, & the other payment probably not until two years afterwards.

Q. Now, during the time of that delay, while there was a question here in the Department about the title of the Indians to the second bounty, will you state whether it was, or was not, a great convenience and advantage to the Indian to be able to trade upon the second bounties?

A. The war left the Cherokee people—their whole country had been ravished & devastated, & there was scarcely a house in it that had not *be* pillaged or plundered by one side or the other. There was scarcely a family that had not been refugees, either North or South. They were in that condition at the close of the war, and it was an act of humanity to accommodate many of those persons with goods, at the time and under the circumstances in which they were placed.

Q. Can you state whether or not they desired it, & were anxious for it themselves?

A. The difficulty in the large majority of cases, under the circumstances, was to prevent the people from overtrading, as many of them did. The business was free to anybody who wanted to trade, because it was considered legitimate, and took the chances.

Q. State whether it was not customary there for the Indians to give such orders as that, before the second bounty was allowed.

A. There were such orders given when persons would come in and trade certain amounts; such orders were very frequently given, & nearly always taken.

Q. That (referring to a paper exhibiting to witness) is an order on Judge Wright to pay for the second bounty, is it?

A. Yes, sir.

H. Ex. 134—2

(Copy.)

Deposition of Nehemiah Hayden, before Joseph A. Williamson, U. S. special agent, relative to the endorsement of the name of Jack Watt on check No. 16434, taken on the 27th September, 1872.

NEHEMIAH HAYDEN, being duly sworn, deposes and says: "I live in Washington City, D. C., 422 M st.; have examined check No. 16434, dated Washington, Octo. 30, 1868, drawn by C. Holmes, paymaster U. S. A., upon the assistant treasurer of the United States, New York, payable to the order of Jack Watt, for one hundred dollars, said check being now shown to me by J. A. Williamson. I recognize the words 'Pay J. W. Wright. Jack Watt,' endorsed on said check, as my handwriting. I made these endorsements by direction of Mr. John W. Wright, whose clerk I was. I objected to making said endorsements, and suggested to Mr. Wright the impropriety of doing so. He replied this was one of his own drafts; and besides, he had a power of attorney, from which I inferred he had the right to order or make the endorsement. To the best of my recollection, in this way I endorsed some eight or ten Indian bounty-checks in the possession of Mr. Wright, and in no case was the Indian claimant present; in fact no one was present but Mr. Wright and myself. In all the business I simply acted under his directions, and as his clerk.

(Signed)

NEHEMIAH HAYDEN.

Attest:

(Signed) D. THOMPSON, JR.

I, Joseph A. Williamson, special agent of the Interior Department, being duly authorized to administer oaths in certain cases, do hereby certify that the above-named Nehemiah Hayden personally appeared before me in the Department of the Interior on the date above written, and was sworn to testify to the truth, the whole truth, and nothing but the truth, in the matter of the endorsement of a certain Indian bounty-check, formerly held by John W. Wright, and the deposition hereinabove written was by me reduced to writing in the presence of Duncan Thompson, who subscribed to the above deposition, as witness to the signature of Nehemiah Hayden, as a disinterested person. I also certify that the above-named witness is well known to me as a credible witness.

Witness my hand this the 27th day of September, 1872.

(Signed)

JOS. A. WILLIAMSON.

(Copy.)

And then came, this the 27th day of February, 1873, HENRY C. MEIGS, who being duly sworn, deposes and says:

I am citizen of the Cherokee Nation; reside in Fort Gibson; am clerk in a store. In regard to the receipts given by Indians for the second bounty, upon which my name appears as one of the attesting witnesses, I would say that in some cases, where I knew the parties, they got their check. In other cases, where I did not know the claimants, I cannot say they got their checks. I did not know one-third of the Indians for whom I signed. Sometimes I signed by direction of Mr. John W. Wright; at others, I have signed them in the store of Ross & Co., in

this place. Sometimes the Indians would come into Ross's store, and would trade out their bounties; some would trade all, and some would not trade all; they never had a check or money when they would come in this way. We had blank forms of receipts, and when they traded out all, we would get them to make their mark upon one of these receipts. In many of these cases I did not know the Indians, and did not know whether I was witnessing the right Indian's mark or not. These blank receipts were kept in the store. This was in the year 1869, and beginning of 1870. After this, Mr. Nash did most of the business with the Indians on bounties. The signing of the receipts, which was done in Ross's store, was by direction of the Rosses. I never made a dollar out of this business; I was just a clerk in the store. I do not know Jack Watt, and never to my knowledge got a receipt from him, or signed as a witness to a receipt from him; nor do I recollect of taking a receipt or a power of attorney from anybody for him for the use of Judge Wright. I never knew him by sight. I recollect once that Clapperton brought back, or called me into the office, his office, and gave me a parcel of powers-of-attorney made out by widows of deceased soldiers. He said that Judge Wright had sent them back; that they were of no account. I then gave him a receipt for them, signing for Ross & Co., by me. I then destroyed them, as Clapperton had told me Judge Wright had sent them back, and they were of no value.

(Signed)

HENRY C. MEIGS.

Attest:

(Signed) JOHN B. JONES,

U. S. Agent for Cherokees.

And then came HUNTER BROWN, on this the 27th day of February, 1873, who being duly sworn, deposes and says: I am deputy sheriff of Talequah district, Cherokee Nation; reside on Fourteen-Mile Creek. I helped to bury Jack Watt, of Company D, Third Indian Regiment, Indian home guards. Jack Watt died in January, 1868; it was after Christmas, about the middle of the month after. His wife died before he did. Ellis Watt, now before you, is his only child.

(Signed)

HUNTER BROWN.

Attest:

(Signed) JOHN B. JONES,

U. S. Agent for Cherokees.

And then came ELLIS WATT, who being duly sworn, deposes and says:

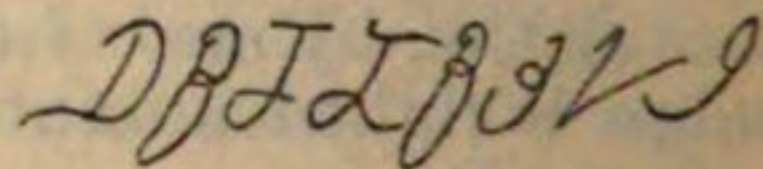
I am a citizen of the Cherokee Nation; I live on Double Spring Branch in this nation. My father died on the 16th day of January, 1868; my mother died before him. I am the only child. Not very long after my father's death, I went to Ross's and asked for my father's bounty. I told them my father was dead. They told me I must make out new papers; that new papers had to go to the officers of the Government. They told me that new papers had to go to Washington as a new claim for me. I signed my name, as well as I recollect, in Cherokee. Houston Bengé was there at the time. About two months after that I went again, and they told me no money had come. Brown Wright was there. Dan Ross told him I was the man, the son of Jack Watt, who

he said was dead. They looked up the company and got out another paper, which they told me I would have to sign, as it would bring me the money, and I did as they told me to do. I touched the pen. Masses Price was the interpreter. At this time they told me it would come in two weeks. Brown Wright told me this. This time they told me that I could have ten dollars' worth of goods.

Question by Williamson. Who told you you could have ten dollars' worth of goods?

Ans. It was Brown Wright. At the end of the two weeks I went and asked for my money, and Brown Wright, who was in the back room of Ross's store, told my money was all used up; it was taken to pay up the accounts of my father in the store. I saw there was no use in my saying anything about it, and went away and thought I would ask about it some other time. They have never given me any of my money but the ten dollars in goods. They never told me, when I made my mark to the paper, that it was to give my money to another man, nor do I know it now. I want the Government to get my money from Judge Wright, because I need what is coming to me. I have nothing more to say.

(Signed)



Attest:

(Signed) JOHN B. JONES,
U. S. Agent for Cherokees.

HENRY C. MEIGS recalled, on this the 27th day of February, 1873, and says: It was soon after Clapperton came to Fort Gibson that he gave me the powers of attorney and receipts spoken of by me in my deposition this morning. The reason he said he gave them back was that Judge Wright said they were of no account, and that he had returned them to him to give to Ross & Co. At the same time Clapperton asked for a receipt for these papers, and, I think, said, "I want to show that I have given them up," as he said that Wright said they were of no account. I destroyed them. The receipt now shown me by Agent Williamson is the identical receipt I gave Clapperton at that time. In regard to my signing my name, as witness to the mark of dead Indians, on the back of bounty-checks, I cannot say why I did it, except that I was requested either by Judge Wright or Mr. F. H. Nash to do so. In respect to my witnessing the marks of Indians whom I did not know upon bounty-receipts and powers of attorney, I must say that it was at the request of Brown Wright, Clapperton, and Nash. I have also witnessed the receipts of Indians that I did not know. Judge Wright has also got me to witness receipts when I did not know the Indian. I would also state that I have made this deposition of my own free will and under the influence of no threats or promises on the part of Agent Williamson.

(Signed)

HENRY C. MEIGS.

Attest:

(Signed) J. A. WILLIAMSON,
U. S. Special Agent.

(Copy.)

U. S.
vs.
 JNO. W. WRIGHT. } Charge, forgery, &c., &c.

LACY HAWKINS (Cherokee) was a private, Co. F, 3rd Regt. I. H. guards; applied to John W. Wright for 1st bounty, and received \$85.00; afterwards applied to him for 2d bounty; Wright told him he could have goods in Nash's or Ross's store. He did not get anything; has never gone for second bounty since, as so many were going and failing; never gave an order to any person for 2nd bounty; never signed his name or + mark to receipt No. 990, witnessed by James Sapp, or to any other receipt for 2nd bounty; never saw the receipt until shown him at Talequah last December; did not sign his name or cross-mark on the back of check No. 16990; never saw the check until shown him at Talequah last December. Rev. J. B. Jones, Cherokee agent, took his deposition a year ago next spring; never saw Agent Williamson until he saw him last month; never has been in the city before.

ALEXANDER CLAPPERTON:

Was clerk for John W. Wright at Fort Gibson and in this city. By direction of said Wright while he (Wright) was in Gibson in May or June, 1869, made out a large number of receipts without putting names of witnesses to them; did not see whether the claimant got check or not, as Wright would call out what name to put on receipts. Mr. Wright, in letter of August 27, 1869, ordered him to make out blank receipts in name of dead soldiers; this he did, and sent 17 in letter of Sept. 6, 1869. Wright took back to Washington the receipts then made out. In the spring of 1872, he (Clapperton) was at Wright's house in Washington, and by Wright's directions and in Wright's house he affixed his (Clapperton's) name as witness to a large number of receipts, among which were those that Wright had brought away from Gibson. Most of these receipts had the name of James Sapp, Hiram Hall, or William Crouch affixed as witness. He asked Wright whose these people were. Wright evaded the question, but afterwards told him that the names were forgeries.

NEHEMIAH HAYDEN:

Was clerk for Wright in this city in the summer of 1869; signed the names of Sapp, Hall, & Crouch as witness to a large number of Indian-bounty receipts by direction of Wright; also the names of payees of certain Indian-bounty checks attested by John C. Smith, W. Worth, I. P. Dunn—all fictitious names. Did so by order of Wright in his office in this city; wrote the words "James Sapp" as witness to Lacey Hawkins' check by order of Wright in this city; does not know Lacey Hawkins; never has been in the Indian Territory.

ROBERT S. FLEMMING:

Received Lacy Hawkins' check in this city from J. W. Wright in part payment of a debt due by Wright to him. Wright did not want to put his name on it, but he insisted and it was done in this city.

A. U. WYMAN, cashier U. S. Treasury:

Check No. 16990 bears the official evidence of payment and cancellation by the asst. treasurer, N. Y.

E. L. STONE, U. S. Paymaster Office:

Check No. 16990 was issued by U. S. Paymaster Holmes to the order of Lacy Hawkins, Co. F, 3rd Indian Regiment.

H. C. HARMON, 2nd Auditor's Office:

The application of Lacy Hawkins for additional bounty under act July 28, 1866, was received from John W. Wright and passed by 2d Auditor.

WALTER R. IRWIN, Indian Office:

Produces the original appointment and record of the bond required by the Secretary of the Interior, also the letter of the Secretary of the Interior of May 24, 1869, addressed to the Commissioner of Indian Affairs. Commissioner of Indian Affairs' letter to Wright prohibiting him from acting as agent of the Government and attorney for the Indians, and directing him to return all bonds in his possession and settle his accounts.

H. E. MILLS, Notary Public of St. L.:

Identifies Lacy Hawkins' receipt as having been presented in St. Louis, Mo., about Oct. 5, 1872, to him by Irwin B. Wright, co-defendant in the arbitration case of the U. S. vs. John W. Wright et al., and was one of the exhibits attached to the deposition of Albert Barnes, witness for defendant; said receipt with others were transmitted by him to the clerk of this court, accompanied by the deposition of Albert Barnes.

Rev. JOHN B. JONES, U. S. Cherokee agent:

Testifies to the perfect reliability of Lacy Hawkins, and that he served in Company F, 3rd Regt. I. H. Gds.

Col. JNO. C. CUNNINGHAM, of Fort Gibson, I. T.:

Testifies to truthfulness of Lacy Hawkins and his upright character.

Col. W. P. ADAIR, National Delegate, Cherokee Nation.

Testifies to the reliability of Lacy Hawkins for truth and veracity.

SONNECOOJAH ENSLAY, Cherokee:

Testify to the fact that Lacy Hawkins was a private in Company F, 3rd Reg. I. H. Gds.

F. H. NAST:

Was former partner of J. W. Wright in store at Fort Gibson. J. W. Wright handed Lacy Hawkins' check to him, Nast, in the latter part of May or first of June, in the store at Fort Gibson, and at his request he wrote Lacy Hawkins, +, gave the check back to Wright. Has letters proving Wright to have an interest in said store, also in the Ross's store in which Meigs was a clerk.

(Copy.)

CHEROKEE NATION,

Indian Territory, ss:

Know all men by these presents that I, Napoleon Childers, Co. I, 1st, do hereby make, constitute, and appoint John W. Wright, of Washington City, my attorney to sell, transfer, and assign a draft drawn in my favor, for \$100 and — cents, by C. Holmes, paymaster of United States Army, on United States assistant treasurer at New York City, dated the 30th of October, A. D. 1868, with full powers of substitution.

NAPOLEON CHILDERS, his + mark, [SEAL.]
Co. I, 1st Ind'n Reg't.

Attest:

(Sgd.) HENRY C. MEIGS.

(Sgd.) DAN. H. ROSS.

I, Moses Price, clerk of the circuit court of the Cherokee Nation, do hereby certify that Napoleon Childers, who signed the above, personally appeared before me and acknowledged it to be his act and deed. I further certify that at the time of making such acknowledgment, I read and fully explained such warrant of attorney to the party executing the same.

Witness my hand and seal of court this 19th day of December, A. D. 1868.

[SEAL.] (Signed)

MOSES PRICE,
Clerk of the Circuit Court.

Received of ———, in full of the above draft, and of John W. Wright in full of all demands for additional bounty.

NAPOLEON ^{his} + CHILDERS,
_{mark.} Com. I, 1st Reg't.

Attest:

(Sgd.) HENRY C. MEIGS.

(Sgd.) DAN. H. ROSS.

H. E. M. R. A., 458. A. J. & R.

(Copy.)

CHEROKEE NATION,
Indian Territory, ss :

Know all men by these presents that I, Joe Hildebrand, do hereby make, constitute, and appoint John W. Wright, of Washington City, my attorney to sell, transfer and assign a draft drawn in my favor for \$100 and — cents, by C. Holmes, paymaster of United States Army, on United States assistant treasurer at New York City, dated the 30th of October, A. D. 1868, with full powers of substitution.

JOE HILDEBRAND, his + mark. [SEAL.]

Attest:

(Sgd.) WILL P. ROSS.

(Sgd.) HENRY C. MEIGS.

I, Moses Price, clerk of the district court of the Cherokee Nation, do hereby certify that Joe Hildebrand, who signed the above, personally appeared before me and acknowledged it to be his act and deed. I further certify that at the time of making such acknowledgment I read and fully explained such warrant of attorney to the party executing the same.

Witness my hand and seal of court this 24th day of March, A. D. 1869.

[SEAL.] (Signed)

MOSES PRICE,
Clerk of the Circuit Court.

(Copy.)

CHEROKEE NATION,
Indian Territory, ss :

Know all men by these presents that I, Charle Tibe, do hereby make, constitute, and appoint John W. Wright, of Washington City, my attorney, to sell, transfer and assign a draft drawn in my favor for \$100

and — cents, by C. Holmes, paymaster of United States Army, on United States assistant treasurer at New York City, dated the 30th of October, A. D. 1868, with full powers of substitution.

CHAR LI ^{his} + TIHE, [SEAL.]
mark.
Co. B, 2d Indian Regt.

Attest:

(Sgd.) HENRY C. MEIGS,
(Sgd.) WILL. P. ROSS.

I, Moses —, clerk of the circuit court of the Cherokee Nation, do hereby certify that Charle Tihe —, who signed the above, personally appeared before me and acknowledged it to be his act and deed. I further certify that at the time of making such acknowledgment I read and fully explained such warrant of attorney to the party executing the same.

Witness my hand and seal of court, this 26th day of January, A. D. 1869.

[SEAL.] (Signed)

MOSES PRICE,
Clerk of the Circuit Court.

(Copy.)

CHEROKEE NATION,
Indian Territory, ss :

Know all men by these presents that I, Dave Jackson, do hereby make, constitute, and appoint John W. Wright, of Washington City, my attorney to sell, transfer, and assign a draft drawn in my favor for \$100 and — cents, by C. Holmes, paymaster of the United States Army, on United States assistant treasurer at New York City, dated the 30th of October, A. D. 1868, with full powers of substitution.

DAVE ^{his} + JACKSON, [SEAL.]
mark
Co. M, 3d R. I. H. G.

Attest:

WILL P. ROSS,
HENRY C. MEIGS.

I, Moses Price, clerk of the circuit court of the Cherokee Nation, do hereby certify that Dave Jackson, who signed the above, personally appeared before me and acknowledged it to be his act and deed. I further certify, that at the time of making such acknowledgment I read and fully explained such warrant of attorney to the party executing the same.

Witness my hand and seal of court this 3d day of March, A. D. 1869.

[SEAL.]

MOSES PRICE,
Clerk of the Circuit Court.

(Copy.)

CHEROKEE NATION,
Indian Territory, ss :

Know all men by these presents that I, Henry Big Mush, do hereby make, constitute, and appoint John W. Wright, of Washington City, my attorney, to sell, transfer, and assign a draft drawn in my favor for

\$100 and ——— cents, by U. Holmes, paymaster of United States Army, on United States assistant treasurer at New York City, dated the 30th of October, A. D. 1868, with full powers of substitution.

HENRY BIG MUSH, ^{his} + [SEAL.]
mark.

Co. I, 3d Indian Reg't.

Attest:

HENRY C. MEIGS.

WILL P. ROSS.

I, Moses Price, clerk of the circuit court of the Cherokee Nation, do hereby certify that Henry Big Mush, who signed the above, personally appeared before me and acknowledged it to be his act and deed. I further certify that at the time of making such acknowledgment I read and fully explained such warrant of attorney to the party executing the same.

Witness my hand and seal of court this 25th day of January, A. D. 1869.

[SEAL.]

MOSES PRICE,
Clerk of the Circuit Court.

(Copy.)

List of soldiers' claims bought by William Nero, North Fork, C. N.

Company A....	E fa Har jo, 2nd	(D. H. R. & Co.)..	30 00	
	Kee lah	(D. H. R. & Co.)..	20 00	
No. 1.....	Ok geon ha joh	(D. H. R. & Co.)..	60 00	
N	Gon ne put ah ke	×	70 00	Paid.
No. 2.....	Jo fisse ko Athla	(D. H. R. & Co.)..	30 00	
No. 14.....	Konope ahole	(D. H. R. & Co.)..	35 00	
	Istebe	(D. H. R. & Co.)..	50 00	
Com. G.				
No. 17.....	Emarthla Harjo		25 00	Paid.
	Leotler Harjo	(D. H. R. & Co.)..	35 00	
No. 3.....	Yohola ha joh	(D. H. R. & Co.)..	40 00	
No. 4.....	Cono ha joh		40 00	Paid.
No. 5.....	Ne ha ya ho loh	(D. H. R. & Co.)..	40 00	
N.				
No. 6.....	Pallet Ket	×	85 00	Paid.
	Li tlip hah goh	(D. H. R. & Co.)..	10 00	
	Gon ne			
No. 7.....	Cone losth	(D. H. R. & Co.)..	35 00	
	Pen Harjo	(D. H. R. & Co.)..	35 00	
	Sally or Malessa	(D. H. R. & Co.)..	10 00	
	Mo S chl	(D. H. R. & Co.)..	10 00	
Paid	No kar ho po pe sek	(D. H. R. & Co.)..	10 00	Paid.
	Le wa hok te or Le he ellatheh	(D. H. R. & Co.)..	50 00	
		(490, D. H. R. & Co.)..		
A.	COMPANY A.			
They say	Ok ga ne ya he lah	(D. H. R. & Co.)..		
they wish me	Oak lehum olak tan	Paid ..	20 00	Not on
to draw this	Keene he meer thlar	(D. H. R. & Co.)..	25 00	books.
claim.				
No. 15.....	Ah ho ill af fixe koh	(D. H. R. & Co.)..	20 00	Paid 12.
	Tar me ga chee	(D. H. R. & Co.)..	45 00	
P'd 30.....	No cos ya hola		60 00	Paid.
	Ponis Harjo	(D. H. R. & Co.)..	45 00	
	Emarthla Jokola	(D. H. R. & Co.)..	20 00	
	Oscar Yahola	×	25 00	Paid.
	Conip jar ho ler		60 00	Paid.

List of soldiers' claims bought by William Nero, &c.—Continued.

No. 20.....	Wot ke kah	(D. H. R. & Co.)..	20 00	Paid.
	Oak chun opi ho chee	(D. H. R. & Co.)..	40 00	P'd Nero.
	Robert or Watk ko fix se koh... (D. H. R. & Co.)..		30 00	
	Fus hatchee Emarthla.....		22 00	Paid.
	Pin Emarthla.....	(D. H. R. & Co.)..	20 00	
	Koh pe go gee	(D. H. R. & Co.)..	30 00	
	Ya hie magah.....	(Paid.)..	40 00	Paid.
Paid	Armstrong	(D. H. R. & Co.)..	10 00	Paid.
	Artus Harjo.....	(D. H. R. & Co.)..	50 00	Paid.
	Gon goh Harjo.....	(D. H. R. & Co.)..	10 00	
	Hetulgee Yahola.....	(D. H. R. & Co.)..	10 00	
	Cobit che Harjo or	(D. H. R. & Co.)..	45 00	
	Ka-pa-ga Yohola.....	(D. H. R. & Co.)..		
D. H. R. & Co., 485.....	Gon ne clas th.....	(D. H. R. & Co.)..	25 00	
COMPANY A—Continued.				
A.	Catcher Micco.....	(D. H. R. & Co.)..	10 00	
	Thla thlo Harjo.....	(D. H. R. & Co.)..	41 00	
	Paing	(D. H. R. & Co.)..	15 00	
	Con char Harjo	(D. H. R. & Co.)..	10 00	Paid.
	(D. H. R. & Co., 66.)			
COMPANY B.				
B.	John	(D. H. R. & Co.)..	50 00	
	Ninna Chuffer Harjo.....	(D. H. R. & Co.)..	35 00	
	Nelly, widow of Tulge Yahola.....	(D. H. R. & Co.)..	55 00	
	D. H. R. & Co., 140.)			
COMPANY C.				
No. 8	Joseph Sugar		50 00	Paid.
	Chis ki li ki	(D. H. R. & Co.)..	10 00	
	Capet cha.....	(D. H. R. & Co.)..	20 00	
	D. H. R. & Co., 30.			
COMPANY D.				
Paid	Nebah		55 00	Paid.
Paid	Och char Emarthlar.....		20 00	Paid.
	Hul berter Harjo		20 00	Paid.
×	Lo char Harjo.....		82 00	×
	Henry by Nosee.....	(D. H. R. & Co.)..	43 50	
490	Latter fixe co or.....	(D. H. R. & Co.)..	33 00	
485	Key yau na			
66	Thuth le Harjo chee.....	(D. H. R. & Co.)..	20 00	
140	No kos fix se ko	(D. H. R. & Co.)..	20 00	
239 50				
1,420 50	Comanchee.....	(D. H. R. & Co.)..	50 00	
	Echo he pa ye.....	(D. H. R. & Co.)..	40 00	
	Mar tar War Harjo.....	(D. H. R. & Co.)..	33 00	
	D. H. R. & Co., 239. 50.			
COMPANY D.				
D.	It cot Harjo		85 00	×
×				
COMPANY E.				
E.	Won Ke Este ha he.....	(D. H. R. & Co.)..	36 00	
1 No. 18.....	Mik Ko Harjo	(D. H. R. & Co.)..	20 00	
	Mar Lee.....	(D. H. R. & Co.)..	10 00	
	Cla la yo hola	(D. H. R. & Co.)..	55 00	
	Jennie, widow.....			
	Ne har thlo e ko chuck ne	(D. H. R. & Co.)..	70 00	
Paid	Le war le		45 00	Paid.
	Sum Clar pe	(D. H. R. & Co.)..	25 00	

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List of soldiers' claims bought by William Nero, &c.—Continued.

F.		COMPANY F.			
No. 9.		George English.....	D. H. R. & Co..	98 00	
		Billy English	D. H. R. & Co..	50 00	
		John Harley	(50.00).....	50 00	Paid.
		Echo Harjo	(D. H. R. & Co.)..	10 00	
		Cot cher harjo chee	(D. H. R. & Co)..	10 00	
			168.00		
G.		COMPANY G.			
No. 10	N..	Ko-switte-fixico.....	×	70 00	Paid.
No. 11.		John Francis		13 00	Paid.
		Le Utee	(D. H. R. & Co.)..	22 00	
		Ok chun fix se koh	(D. H. R. & Co.)..	15 00	
		No cos illa	(D. H. R. & Co.)..	5 00	
		Te lar, paid.....	(D. H. R. & Co.)..	10 00	
			52 00		
			168 00		
			216 00		
			383 00		
		D. H. R. & Co., 2220.64.			
			819 00		
			1,420 50		
			2,239 50		
H.		COMPANY H.			
No. 12.		N Pe tah, No. 2.....	×	90 00	Paid.
		Lul luh keh, or Powis Harjo....	(D. H. R. & Co.)..	20 00	
	N	Washington Watley	(D. H. R. & Co.)..	85 00	
		Ar che yar ho ler.....	(D. H. R. & Co.)..	60 00	Paid to Nero.
		Fus ha ge har jo	(D. H. R. & Co.)..	40 00	
		Coot che Emarthla	(D. H. R. & Co.)..	20 00	
No. 11	N ..	Lou web.....	+	80 00	Paid.
		Arbece che micco.....	(D. H. R. & Co.)..	10 00	
		Echo illa Harjo.....	(D. H. R. & Co.)..	20 00	
		Luck chil hoe.....	(D. H. R. & Co.)..	40 00	
Paid		Tom Lo Koh.....		120 00	Paid.
		John Greenwood.....	(D. H. R. & Co.)..	45 00	
		Tar co lar Harjo.....	(D. H. R. & Co.)..	20 00	
		Cho iste Harjo.....	(D. H. R. & Co.)..	23 00	
		Dickie		37 00	
		Yar to chee.....		2 25	
		Henry		40 50	
		Tal has se hajo		20 00	Paid.
			383.00		
		Go e la ha joh.....	260..	20 00	Paid.
I. N		COMPANY I.			
No. 16		Tom	×	85 00	Paid.
No. 13		Ko ho se fix e ko		20 00	
		Pa hose fix i co		35 00	Paid.
		Ar loc Harjo.....		60 00	Paid.
		Wak se micco chee.....		40 00	
		Ah pe kar fixico	(Sold).....	30 00	Paid.
		Cor bit chee	(Wid)		
		Daniel Grayson		46 00	Paid.
		Dave.....		25 00	
		Henry Grayson		27 00	Paid.
		Colleh Jo fool ee chee.....		87 00	
		Tul sa jo hola		20 00	Paid.
		Wak se micco chee.....		40 00	Paid.
K.		COMPANY K.			
		John Desion			Paid.

(Copy.)

Memorandum of Indian warrants.

Regt.	Co.			
Rect.				
602 1..	C.	Tulsefixeka.....	10	
		Oakchiemarler	30	
958.....		Talley	15	
69.....		Sparnehaja	30	
458.....		Chuc chan tenola.....	35	
1352.....		Chocus fixeka	20	
		Alex. Hawkins	35	
		"	15	
		Emart la hajo (Hochtimarler daugh.)	20	
		Emartlochee.....	30	
1245.....		Tecumseh	15	
1351.....		Chiesa	25	280
I..	F.	Geo. Lapley	6	6
608 2..	A.	John Watasata.....	20	
		Moses Downing.....	85	
1083.....		Wm. Mills.....	50	
1083.....		"	35	
		Bill Potatoe	45	
		"	40	
		Charles Boots (wid.) Anna.....	85	
1218.....		Robin Dirtpat	25	
1094.....		Charley	25	
		Martin Longley, (per widow Nanny).....	30	
		"	50	
		Te su ya geh, (pr. sister Nicoteyeh)	30	
		"	10	
		Hogshooter, (pr. Qualsey, daughter,)	60	
		Mixed Water.....	5	595
2..	B.	Arch Spears, (wid. Polly).....	30	
		Will Daniel, (" Kelly).....	50	
		"	20	
519.....		Okistantoha nghta	15	
516 2..	B.	Josuge	10	
516.....		"	25	
		Arch Spears, wid. Polly	20	170
Co.	Reg.			1051
673 B.	2	Carnoshe-yah-tah	50	1051
782.....		Oosanne.....	35	
517.....		Chuwa-ya-ga-ha	25	
517.....		"	5	
330.....		Nihi-toh-yoh-gah.....	45	
330.....		"	40	
1232.....		Dawe Ooste	10	
1232.....		"	75	
		Ahtoy-ahi, dead, no heirs.....	40	
		Teesatesky, wid. Jenny	85	
1348.....		Gah-wah-cher-goola.....	45	
1348.....		"	5	
1348.....		"	40	
518.....		Jumper	15	
942.....		Red Blackfox	20	
942.....		"	30	565
536 I..	2	Sequa Duck	10	
536.....		"	20	
686.....		Ezekiel Blackfox, guardian.....	60	
690.....		Wind Cochran.....	40	
1039.....		Adam Stop	15	
533.....		Soldier Mistletoe.....	25	
1041.....		Tyre Mause.....	10	
		Ben Chicken.....	25	205

Memorandum of Indian warrants—Continued.

Regt.	Co.			
Rect.				
333 C.	3	Young Wolfe, 15. 5 pd.	10	
333		"	30	
100		Nartooweyah	20	
648		George Kooweskobne	5	
648		"	25	
647		Henry Dick	20	
1358		Ned Ochescoone	40	
		Suttaker Scoutike, (pr. wid. Tutterlater)	40	
1093		Bill Brd	60	
1093		"	10	
1321		Wilson Artsey	40	
		Manse, dead	85	385
				2206
594 C.	3	Sunday, dead	40	2206
		Ootooler-taner	20	
594		"	10	
		Pheasant, per sister Quarleyuke	40	
		"	10	
646		Bull-frog	10	
		Thomas Horn	30	
		W. Lacey and Peter	50	
		Fawnkiller	20	
594		Ah-too-ler-le-lener	35	265
422 D.	3	Alex Davis	20	
		Gull Catcher, dead	30	
1368		Crying Bear, dead	70	
		Dirt Eater	30	
203		Darnerseenee	15	
643		David Tadpole	25	
643		"	40	
		David Horn, Gertohohooske, mother	25	
		Bob Woodhull, mother, Betsey	30	
1038		Tahlalah, par	15	
		Lifter	20	
		Samuel Henry	30	
		"	20	
		Rabbit Lydia Suwakee	40	
		"	45	
1357 D.	3	Wm. Woodall	35	
1357		"	20	
203		Darnesunee	10	
		Buckspike (Thos. Seynoqoh)	15	
		" (brother)	15	
		Bull Frog	40	
		Black Haw, wife Anna	20	
		"	5	
		"	60	
		Jack Watts	85	760
				3,231
95 D.	3	George Soap	10	3,231
95		"	30	
		Charles Runkin	10	
		"	20	
		"	23	
		"	12	
		"	9	
		"	10	
		Dull Downing	30	
		" Betsey, Wid	30	

Memorandum of Indian warrants—Continued.

Regt.	Co.			
Rect.				
36		Elisha Cocoran	5	
		Alex Downing	20	
		Humming Bird Wahlaha	15	
		"	30	
		Koh-yer-skonke (by brother Humming Bird)	85	
		John Highth	5	
		"	15	
		"	25	
				384
1091	G. 3	John Rogers	30	
1091		"	30	
1091		"	10	
		Henry Christee	25	
1092		Soldier Tolan	15	
	G. 3	James Deerhead	50	
		Richard Justice	85	
126		Judge Otter	45	
		Fawnkiller	50	
640		George Beaver	30	
		John Dab	10	
		"	30	
		Water Killer	30	
		"	30	
		Tuskee Pritchett X	50	
1272		Despiser	25	
788		Rope	35	
640		Sold	30	
1196		Joseph Procter	50	
				600
				4,275
				4,275
81	G. 3	Mike Pritchett	20	
		Bob Webber	40	
		"	15	
				75
	H. 3	Swunmer Christie	45	
1208		Runabout Six	40	
1208		"	20	
		John Deholee	30	
1207		James Six	40	
1207		"	10	
1004		Bark	15	
		Joe Sparrowhawk	55	
		"	10	
		"	20	
		Heavey	30	
		Mike Pig	40	
		Heavy Ahsenee	15	
		"	15	
		"	15	
23		Johnson Beamer	30	
892		Johnston Stop	30	
892	H. 3	Johnston Stop	55	
668		Chickasaw Killer	5	
668		"	35	
1186		Joe Turtle	30	
639		James Ellis	30	
579		Long Charles	10	
				625
217	L. 3	Reader Beaver	8	
		Eli Long	20	
		Seneca Squirrel	40	

Memorandum of Indian warrants—Continued.

Regt.	Co.			
Rect.				
631.....		Wm. Hendricks.....	20	
632.....		Thos. Do.....	25	
1223.....		James Downing.....	20	
910.....		Pigeon Lit, 50.40 p'd.....	10	
				143
				5, 118
M. 3....		Tom Bull.....	30	5, 118
		Pigeon.....	40	
681.....		John Flute.....	20	
		Gutter.....	10	
		".....	30	
		".....	30	
629.....		Kurloyeto.....	15	
54.....		Wm. Triplett.....	2	
54.....		".....	45	
		Catching Sunday.....	50	
		John Rogers.....	40	
		Drunkard.....	40	
		".....	10	
		".....	10	
		Arch Sunday.....	10	
		".....	40	
		".....	25	
		Aleck Martin, dead.....	20	
M. 3....		John Miller.....	20	
131.....		Peter Passon.....	20	
1284.....		Walkabout Henry.....	20	
Paid.....		Jessee.....	85	
		Walter Webber.....	25	
		Black Pox.....	3	
				640
				5, 758

(Copy.)

List of second-bounty claims belonging to Orr & Lindsley, St. Louis, Mo., forwarded to Alex. Clapperton, at Fort Gibson, for collection.

Name.	Witnesses.	Date.	Amt.
<i>Company G, Second Indian Regiment.</i>			
Fox.....	Josh Ross & S. H. Bengé.....	1867. Nov. 27	15
Cahnamooleeski.....	D. H. Ross & W. D. Ross.....	" 9	15
".....	" " ".....	" "	15
".....	" & Josh Ross.....	Dec. 18	50
Harry Grumeth.....	" " S. H. Bengé.....	Nov. 27	45
Wm. Christy.....	Josh Ross.....	Dec. 4	15
Writer.....	" " " D. H. Ross.....	Nov. 21	30
John Bean.....	" " ".....	Dec. 14	30
".....	" " ".....	" "	10
Elijah Eaton.....	" " ".....	Nov. 19	10
".....	" " ".....	Dec. 6	5
Rachel, sister of Young Beaver.....	" " ".....	" 18	25
Rachel and Betsy sisters of do.....	" " ".....	" 19	25
Sunkee, by wid. Collarnoskee.....	" " ".....	" 24	20
Rock.....	" " ".....	" 23	30
Young Bear.....	" " ".....	Nov. 29	60
Jumper Blackburn.....	" " ".....	Dec. 10	20
Pig.....	" " S. H. Bengé.....	" 2	25

List of second-bounty claims belonging to Orr & Lindsley, St. Louis, Mo., &c.—Continued.

Names.	Witnesses.	Date.	Amount.
Pig.....	Josh Ross & S. H. Bengé.....	1867. Dec. 2	60
Jefferson Vann.....	" " D. H. Ross.....	" 25	10
".....	S. H. Bengé " ".....	" 3	25
".....	Josh Ross " ".....	" 10	10
James Vann.....	" " S. H. Bengé.....	Nov. 27	35
".....	" " D. H. Ross.....	" 14	20
".....	W. D. Ross " ".....	" 12	30
Absolliteeski.....	Josh Ross " ".....	Dec. 2	5
Osi.....	" " " ".....	" 14	10
".....	" " " ".....	" "	20
".....	" " " ".....	Nov. 15	15
Chas. Rogers.....	Josh Ross & D. H. Ross.....	Dec. 17	30
Mike.....	" " " ".....	Nov. 15	10
".....	" " " ".....	Dec. 23	20
Stephen Peach Eater.....	W. D. Ross " ".....	Nov. 18	35
Geo. Ross.....	Irish Ross " ".....	Dec. 24	20
".....	" " " ".....	Nov. 23	25
".....	" " " ".....	" 20	25
Squirrel Toonarwe.....	" " S. H. Bengé.....	Dec. 2	20
Geo. Drum.....	" " D. H. Ross.....	Nov. 30	30
Sallie Dougherty, adm'x.....	S. H. Bengé " ".....	" 16	30
			\$930

Company E, Third Indian Regiment.

Low Cut.....	Josh Ross & S. H. Bengé.....	1867. Dec. 6	30
Pear Brown, guardian for minor of Jim Nick.....	" " " ".....	" "	15
Mussells.....	W. D. Ross " D. H. Ross.....	Nov. 11	15
Jackson.....	Josh " " ".....	Dec. 7	20
".....	" " " ".....	Nov. 19	30
Wm. Cade, by Alcey, guardian for child.....	" " " ".....	Dec. 2	40
".....	" " " ".....	" 16	30
Polly Harjo, widow of Charley Harjo.....	" " " ".....	" "	30
Sallie, widow of Nickey.....	" " " ".....	" 19	30
Nancy Bark, only sister & guardian of children of Scrugg Bark, dec'd.	" " " ".....	" 17	10
John Smith.....	" " S. H. Bengé.....	" 2	25
".....	D. H. Ross " W. D. Ross.....	Nov. 11	15
Isaac Crapo.....	Josh Ross " S. H. Bengé.....	" 29	10
".....	" " D. H. Ross.....	" "	20
Nake, for Steno, dec'd.....	" " S. H. Bengé.....	Dec. 6	85
Lesey, widow of Wm.....	" " " ".....	" 3	30
Rosin.....	" " " ".....	" 2	30
Ezekiel Natchez.....	" " D. H. Ross.....	" 18	5
".....	" " " ".....	" 10	5
Sinking Water.....	" " " ".....	" 19	5
Carried for'd.....			\$1,410 00

Company F, Third Indian Regiment.

Blossom Rogers.....	Josh Ross & D. H. Ross.....	Nov. 21	30
Richard Round.....	" " S. H. Bengé.....	" 28	30
Keeth.....	" " D. H. Ross.....	Dec. 7	20
".....	W. D. Ross " ".....	Nov. 9	15
Johnson Saunders.....	Josh Ross " ".....	Dec. 10	10
".....	" " S. H. Bengé.....	" 6	55
".....	" " D. H. Ross.....	Nov. 25	20
Bone Eater.....	" " " ".....	Dec. 10	20
".....	" " S. H. Bengé.....	" 11	5
".....	" " D. H. Ross.....	Nov. 26	50
Jesse Glass, pr. sons Rider & Weli.....	S. H. Bengé " ".....	Dec. 4	60
Wm. Adam.....	Josh Ross " ".....	" 7	85
Ooyak tapcah.....	" " " ".....	Nov. 20	15
Wheat Baldridger.....	" " " ".....	" 21	25
Peter Proctor.....	" " " ".....	" "	30
Tahyance, wid. of Israel Sitcawne.....	" " S. H. Bengé.....	Dec. 9	20
Susan Wofford, guar. for minor of Dan. Watter- brook.	" " " ".....	" "	20
Jack Marshall.....	" " " ".....	" "	30
Joseph.....	" " D. H. Ross.....	" 3	1 05
Nancy, wid. of Sam'l Beanstick.....	" " " ".....	" 20	20
Jack Canoe.....	" " " ".....	Nov. 28	15
Henry Clay, by Wid. Cherquake.....	" " " ".....	Dec. 17	50
Pantha Glass.....	" " " ".....	" 16	25
Squirrel.....	" " " ".....	Nov. 18	20
Thomas Cockran.....	" " " ".....	Dec. 10	30
Joseph Vann.....	S. H. Bengé " Josh Ross.....	" 3	15
Arch Big foot.....	" " " ".....	" "	25
Hoopin, father of Secowin.....	" " " ".....	" "	40
Elijah Waters.....	D. H. Ross " ".....	" 21	20

List of second-bounty claims belonging to Orr & Lindsley, St. Louis, Mo., &c.—Continued.

Name.	Witnesses.	Date.	Amt.
<i>Company H, Third Reg.</i>			
Long Charles.....	Josh Ross & S. H. Bengé.....	Dec. 2	20
<i>Company G, Third Reg.</i>			
Levi Walking Stick.....	Josh Ross & D. H. Ross.....	Dec. 12	20
<i>Company I, Third Reg.</i>			
Dan. R. Gourd.....	D. H. Ross & W. D. Ross.....	1867. Nov. 12	40
Dan'l Kerner.....	" " Josh Ross.....	" 15	30
".....	" " ".....	Dec. 16	15
Anderson Bengé.....	" " ".....	" 4	10
Elijah.....	" " ".....	" 17	5
Lydia Ann Henson, adm'x.....	" " ".....	Nov. 20	10
Do. wid. John Henson.....	" " ".....	Dec. 7	45
Do. ".....	" " ".....	" 10	15
John Henson.....	" " W. D. Ross.....	"	30
Ned Timpson.....	" " Josh Ross.....	Nov. 19	15
Arley Osage, mother Jack Ozage.....	" " ".....	" 14	35
Do. by Sam Osage.....	S. H. Bengé " ".....	" 27	10
Secy Sanders, wid. Jos. Sanders.....	D. H. Ross " ".....	Dec. 16	40
Sam'l Wisford.....	" " ".....	" 2	20
Wm. Tucker.....	" " ".....	" 10	60
Rich. Roper, by Elizabeth Ross.....	" " S. H. Bengé.....	" 3	25
".....	" " ".....	" "	25
Sally Colston, guar. for minors of Sam'l Colston ..	Josh Ross " ".....	" 9	20
Geo. Saunders.....	" " D. H. Ross.....	" "	30
".....	" " S. H. Bengé.....	" "	30
Rich. Coon, by Wolf Coon, son.....	" " ".....	Nov. 29	20
Do. by Wolf Coon and sister.....	" " D. H. Ross.....	Dec. 17	25
Daved Grasshopper.....	" " ".....	" 20	5
".....	" " ".....	" "	25
Sally Price, wid. Jos. Price.....	" " ".....	" 16	40
Jos. Rogers.....	" " ".....	" 7	50
Catherine Bowlin, adm'x.....	" " ".....	Nov. 18	20
Nick Hair, by Lucinda Hair.....	" " ".....	" 25	20
Nick Hair, by Lucinda Hair.....	Josh Ross & D. H. Ross.....	Nov. 25	30
Johnson Half Breed.....	" " ".....	" 20	15
Elizabeth Ross, guar. for minors of Rob't West, dec'd.	" " ".....	Dec. 24	40
Total.....			3,051 05

FORT GIBSON, CHEROKEE NATION,
Jan'y 17th, 1870.

Received of Orr & Lindsley, orders to Judge Jno. W. Wright, as described in for'going or above-described list, to be collected or returned.

(Signed)

ALEXANDER CLAPPERTON.

(Copy.)

UNITED STATES }
vs. } Case of Oo Sowee.
JNO. W. WRIGHT. }

Oo SAWEE:

During the late — was a member of Co. B, 2d Regt. I. H. Guards. Got his first bounty, that is \$85.00, in cash. Touched a pen to a paper intended for a for a receipt. Never made application for his second bounty, and never got it. Never saw the check or the receipt until last summer. Never gave any one authority to draw the money.

H. Ex. 134—3

F. H. NASH :

Testifies that Jno. W. Wright, his partner, transmitted the check to him to use in the business, saying he, Wright, had paid it, and had the payee's receipt. Wright was partner to extent of half the profits. Wright was also interested in Wm. P. Ross's business. See Wright's letters & copy of contract.

ALEX. CLAPPERTON :

Same testimony in reference to receipt as before, in Lacy Hawkins' case.

NEHEMIAH HAYDEN :

Same testimony in reference to receipts as before, in Lacy Hawkins' case.

As to reliability, Rev. Jno. B. Jones.

TOM GALCATCHER, SONNECOOYAH, ENOLAY :

Testify that Oo. Sawee served in Co. B, 2d Regt.

A. U. WYMAN, Cashier U. S. Treasury :

Testifies to the best of his knowledge the check has been paid by Asst. Treasurer, New York.

E. L. STONE, U. S. Paymaster's Office :

That U. S. Paymaster Holmes issued check No. 17069, and given to J. W. Wright.

H. C. HARMON, Second Auditor's Office :

Testified that the application of Oo-sawee was filed in 2nd Auditor's office by J. W. Wright; attached to the application, is receipt of Jno W. Wright.

NOTE.—In this case of Oo-sa-wee, Spencer S. Stephens, will, for the defendant, swear that in conversation with him, Oo-sawee said that he did trade on his second bounty, with the house of Wm. P. Ross, and admitted he gave an order for his 2d bounty, and had signed a receipt for some *and had signed a receipt for same*, and said he did not want to get into the same scrape as Albert Barnes. Oo-sa-wee denied this, and said he owed Ross about \$35.00 on his 1st bounty, which he paid up and signed a receipt for that.

Stephens was the paid clerk of Wright in making out the application for 1st bounty, and used the bogus seal furnished by Wright, and signed Amos Thornton's (clerk of the court) name. Stephens has tried to get the Indians to drink whiskey in this city; has told them to call on Wright, he w'd pay them their money. He is a swift witness.

(Copy.)

Mr. NASH & ROSS :

In all the cases on this list \$100 is allowed, except in seven cases marked \$50. In the \$100 cases you can pay \$85, in the \$50 cases \$40.

Send on powers of atty. I will send a list of cases I desire to perfect on Monday.

Yours,

J. W. WRIGHT.

The case marked with * are the ones in which I sent you drafts in registered letter.

Com. A, 1st Reg.

Ge-bo-ke-ya-ho-lut.
 Fi-he-mat-eat.
 Me-ha-keh.
 Ok-gon-ho-pa-ho-geh.
 Ya-hie-ma-rah.
 Sek-ka-oth.
 Me-ko-ha-jo.
 No-koo-ho-pep-e-reh.
 App-a-llo-keh.
 Go-he-ma-rah.
 Kag-ga-fix-e-koh.
 Gon-ne-paxha-keh.
 Albert Grason \$100
 Tus-ke-ha-jo.
 Amstrong.

Com. B, 1st Reg.

Westley.

Com. C, 1st Reg.

Ta-bi-a-lis-chee.
 Towl-bige.
 Tot-ko-bi-he.
 Ho-tul-ga-en-ha-bucco.
 Ene-ha.
 Oak-chi-efix-e-ko.
 Ok-ti-yah-che-mik-ko.
 Tim-mah-te.
 Chu-ko-lis-ha-jo.
 Pea-neh.

Com. D, 1st Reg.

Simon Wolf.
 Johnson Robinson \$100
 George Sofley.
 Os-sa-hen-ne-ha.
 Po-no-chee.
 Greene Magiebra.*
 Lo-so-fix-se-ko.
 Tom Barnard.
 Ena-hen-ne-ha.
 Eli.
 Marshal Kelly \$100
 Hal-lat-pe-ne-ha-nek-ko.
 Al-pat-ta-ha-jo.
 Tul-wu-ne-ha-rok-ko.
 Peter Brines.*
 Josia Watson.
 Ko-now-wa-ha-jo.
 Sim Basset.
 Lo-hah.
 John-neh.
 Charley Choat.

Com. E, 1st Reg.

No-cos-ha-jo.
 Ne-he-me-ko.
 Mot-a-legy Barnett.
 Ho-las-tah.
 Ko-nip-e-a-ho-la.
 Nin-ne-clup-pe-ha-jo.
 Yast-ts-war-har-jo.

Spom-ne-ma-le.
 Goones Penymom \$100
 Le-war-lar.
 So-whe-ley.

Com. F, 1st Reg.

James David.
 David.
 Joseph.

Com. G, 1st Reg.

Ya-hag-ha.
 Wp-pen-ne.

Com. H, 1st Reg.

Is-pe-ne-ha-clok-ko.

Com. I, 1st Reg.

Jem-meh 50
 Josiah Perrymom 50
 Daniel Grayson* 100
 John White.*
 Me-low-ee.
 Sandford W. Perrymom.*
 Joseph K. Perrymom.*
 Ho-tul-kee.

Com. K, 1st I. H. G.

Shas-fah.
 Robert Brown.*
 Con-we.
 Brown Samuel.*
 Barnnett Smithy, 2d.
 Con-pe-thlo-wa.
 So-pa-la.
 Sha-qua-wa.
 Char-co-te-ten-wa.
 Sopp-end.
 Co-sho-wa.
 Car-chil-lee.
 Che-wa-kea.
 Co-ka-sa.
 Roland Golish.
 Cah-tah-ka-wa.
 Char-ta-ta.
 Shar-na-kee.
 Sak-co-fah-wa, 2d.
 Sak-ko-ta.
 Peter Porter.
 Pa-cha-nah.
 Cah-cah-som-pah.
 Che-ne-he-che.
 Cah-pe-oo-na.
 Co-tos-na.
 Davis John.
 De-co-we-nu.
 Co-cah-thla-nah.
 Co-toe-uh.
 Che-heps-lat.
 Co-quem-na.
 Co-toe-see.
 Co-toe-hay.

Co-co-we.
 Seni-me-has-kte.
 Mark Sims 100
 Yah-tah-on-wa.
 Yah-tah-horn.
 Ya-lu-co-quomva.
 Tah-wa-thla.
 Tiger.
 Tah-con-on-wa.
 Willee.
 Wa-gen-nah.
 Gon-la-ga-quana.
 Ue-pus-kee.
 Marshall Marsha.
 Barnett Smithy, 1st.
 Ah-la-con-thla-na.
 Etum-nes.
 Ga-gee.
 Fus-si-keeh.
 Man-she.
 Hen-ten-na.
 He-su-lah.
 See-nah.
 Tul-wa-fix-e-ko.
 Buck John.
 Tah-co-to-ne.
 Horn-thla-wamthla.
 Jak. Kea.
 We-le-at.
 Sue-see.
 Jon-ne-she-ah.
 Ja-tah-wa-thla-wa.
 Captain John.
 Ja-pe-lah-lo-fee-wa.
 He-tah-conwa.
 Charley.
 Charles Brown.
 Lincoln.
 Jim Long.

2D REG. OF I. H. G.

Com. A, 2d Reg.

Thompson Jesen .
 Path Killer.
 Ogomiah Wilsen y.
 Peck James.
 James Tallow.*
 Jack Thompson 100
 Standing Deer
 James Mills.*
 Rocky Mountain.
 Mills Jumper.*
 Glass.

Com. B, 2d Reg.

Gom-ne-coo -yah.

Com. C, 2d Reg.

James McCoy.*
 Len-yet-tshue-te , yuah-nathe-ke.
 Cha-hah-sa-de.
 William Watts.
 Bird Sanders.*
 William Catcher.

Com. D, 2d Reg.

Thomas Sanders.
 William Maness.
 George W. Scrapes 100
 Archilla Raincrow.
 Greece.

Com. E, 2d Reg.

Samuel Cropland.
 Creek Jim.
 Lewis Thornton.

Com. F, 2d Reg.

Ohlaneer.
 Austin Semblin.
 Gu-lah-stah.
 Sem-blen.
 Moses Van.*
 Sue-ya-der.

Com. G, 2d Reg.

James Vann.
 Jumper Blackburn.
 Tom Daylight.
 Moses Woul.
 Ea-ter-gom-sta Bird.

Com. H, 2d Reg.

James Tin Cup.
 John Wadigoo.
 Johnsa.
 Charles Cheenewa.

Com. I, 2d Reg.

Se que-jah Duck.
 Daniel Kom Kom-we.
 Lacy Gah han-no-hes-ske.
 John Devah-daskie.
 John Tigas.
 Alexander Drag.

Com. K, 2d Reg.

Den-ne-no-hesqueche.

3D REG. OF I. H. G.

Com. A, 3d Reg.

George Silk 100
 Hery Sea-bolt.*
 John McIntosh 100
 Willian Benga 100
 Samuel Latmore 100
 Ezekiel Latmore 100
 Samuel Silke 100
 French.
 David Ross.
 William Dist 100

Com. B, 3d Reg.

Levi Duck.
 George Ridge 100
 Johnson Ridge.*

Com. C, 3d Reg.

Io-tool-at-nah.
Henry Dick.

Com. D, 3d Reg.

Crying Bear.
Ka-ner-qu-keener.

Com. E, 3d Reg.

Rosin.

Com. F, 3d Reg.

Charles Silk.*
Richard Round.
Johnson Feather.
Thomas Cockran.*
Oo-yoh-tah-ca.
Sus-tus-cah-tah-wawee.

Com. G, 3d Reg.

William Boylock.*
Johnson Bowlin.

Josiah Pidgeens.*

John Rogers.*

Walker Dear-head..... 50 00

Com I, 3d Reg.

Daniel R. Goard 50 00

Richard Roon 50 00

Kul-ne-te-hee-water-dry..... 50 00

James Chambers..... 50

Tassle Hammes.

Com. K, 3d Reg.

Babit Banchis.

Com. L, 3d Reg.

Jeferson Tickomeesky.

Taylor Six-killer.

John Ross.*

Ellis Wagner.*

Benjamin K. Hagnick*

Com. M, 3d Reg.

Washburn.

DEC. 26, 1868.

(Copy.)

WASHINGTON, April 19, '67.

DR. NASH: I send you herewith two bundles of warrants.

1st. One of 569 $\frac{21}{100}$, issued before the treaty of July, A. D. 1866, which I wish you to go to the council & get certified as correct, & with the certificate return them to me.

2 bundle. These will be paid out of funds taken out by agent; their amount is \$1,861.31. This money you will retain subject to my order. If treasurer will not pay it, then get them certified to as the first, & in the certificate put the statement "that they were issued for debts contracted before treaty, but the orders in payment not issued until since treaty."

I expect to see you before this comes to your hands, but I am hunting Whitney, & will not go until I get him along. As soon as that occurs I will go.

Keep a cool head, you will have to fight the Rosses; I see no alternative. I will be along soon.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, Sept. 29, 1867.

DR. NASH: Yours from St. Louis is just received. The bounty is all right, but Col. Holmes, the paymaster, is in St. Louis, & no payment will be made until his return the 15th of Oct. I wrote you to sell to those you know to have received it before, (I mean to the soldiers in their own right,) & take their notes payable when extra bounty is paid. As soon as paid I will let you know. You must sustain the impression

that Congress will have to act, & it will not be paid before spring, & say but little. One of the first com. I will try & send you will be Capt. Tucuhuahajo. I wrote for you to employ Simon; if possible get him to move to Gibson, & then send him after a party when you want them.

I know that Dunn Ross & others will howl awfully, but keep quiet until I get the money, and they may howl. As to your New York debt, I sent over 12 Missouri bonds a few days since, to sell & pay them. I will get the notes this week & send them to you. I do wish Brown had returned with you so he could go back now. I suppose he will be here soon. After he is here a week he will return with Mr. Morgan, the pension clerk, and Mr. Jones will be in funds to pay pensions.

I do not wish any one to know anything about extra bounty before 1st of Dec., and then you can run along to 1st of March. I wrote to Dunn to settle up his accounts, & pay Mr. Jones the money he has on hand. Write me often. I think Brown will return by the 15th of Oct. Start from here, even if he stays but three days. As soon as the national council meets I wish you to write to them a note that there was paid to you, during the war, some national funds, & you are ready to refund & pay it in national warrants. It will do you good. We hope to see Brown this week.

Yours,
(Signed)

J. W. W.

(Copy.)

WASHINGTON, Oct. 7th, 1867.

DR. NASH: I enclose you a list to pay in the 3 regiment; I sent you on Saturday a list in the 2 reg.; I have a large list in the 1st regiment I do not wish to send until I settle with Dunn. As soon as the past is fixed up I will send you list & let you pay, but keep dark until I get that settlement.

Nothing about Brown yet; the clerk in the Pension-Office will be ready to go out by the 15 of this month & I wish Brown to return with him. The extra bounty is again stopped; I hope to get it this week, but may not for months. Do not trade on it, & if you have been doing it, stop it at once, as God only knows what is in the future.

Get all the warrants you can & send them forward.

I send you a statement of the amount coming to Nero for his two brothers. You can pay it or let it alone as you think best. What company is Tucahuahajo?

If there is any com. in the 1st reg. where you can pay the dead without Dunn & their fellows finding it out, I will send list if you let me know it.

Write often. I have paid the January draft & all the New York debts.

I hope to get extra, but I have to fight Ross, Dunn, Fuller, Phillips, & Blount. But say nothing, I hope all will be right.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

DR. NASH: I send you the list of A, B, & C of 1st reg. Now sell them goods & get Brown to take receipts if you can. I will send others

to-morrow & by Ross a full list for Brown. I think I will get something definite as to Whitney this week. If Brown is reliable, I will not go out; if not, you can expect to see me at any moment.

Write often.

Yours,

J. W. WRIGHT.

Get some negro to get those Creeks to come in.

*Roll of Comp. A, 1st Regiment.
For whom.*

Ya-nie-ma-rah.
Wak-se-ho-la-teh.
Lick-ta-na-tse.
Pam-flix-e koh.
Fa-ya-no-llah.
Fal-ke-ya-ho-laoh.
Clat-lo-ha-goh.
Sampson, 2.
Fa-ha-jo, 2nd.
Iot-kis-ha-goh.
Pen-ha-go.
Pa-llat-heh.
Affa-llo-keh.
Ge-ke-peh.
Ok-gou-ho-pa-ho-geh.
Gou-ne-llas-th.
Nar-hap-me-koh.
We-ha-ya-ho-lah.
Fi-he-mat-la.
Se-ka-neh.
Kat-so-ma-la.
Mi-ko-ha-jo.
Ar-che-a-ha-la.
Ho-tul-ke-ya-ho-luh.
Got-got-hi-goh.
Ko-ne pi-a-ho-la.

Com. B, 1 Reg.

Kat-so-ma-la.
Me-ko-ha-go.
Ar-che-a-ho-la.
Ho-tul-ke-ya-ho-lah.
Got-got-ho-got.
Ko-ne-pe-a-ho-la.

Com. C, 1 Reg.

Hut-butter.
Joe Beaver.
Jerry.

Com. D, 1 Reg.

Tul-wa-ne-ha-sok-ko.
Ia-bee.

Po-no-che.
Iro-ke-ba-che-ha-jo.
Cla-la-ha-jo.
John Dyer.
Ema-ha-jo.
Hal-lat-pe-ne-ha-nek-ko.
Hal-lok-tol-che.
In-la-fix-se-ko.
Johnney.
Kat-se-ha-jo-che.
Bob.
Os-sa-ha-jo.
Charley West.
Kun-ca-te-marreh.
Sim Barret.
Ah-lac-ha-jo-che.
Th-la-la-ya-ho-la.
Os-sats-ya-nol-lah.
Ne-kah.
John Lewis.
Josiah Watson.
Silas.

E, 1st Reg.

Mir-ne-chup-pe-ha-jo.
Le-war-lur.
A-nos-tam-kee.
Co-ha-co-chee.
Stuart McKinney.
James Kernell.
Thomas Hawkins.
Es-mi-lee.
Elijah Miller.
Pen-ha-jo.
Dick Burney.
Daniel.
John.
Johnney.
Jo-was-taw-ye.
No-cos-ha-jo.
Ne-ne-ko.
Pal-nam-me.
Sal-sey.
Cli-se-met.
Mal-a-legg Bennett.
Iow-ne-ley.
Ne-ha-luc-que-chu.

Ko-niss-ha-jo.
Jacob.
Wah-ne.
Co-cha-no-ma-tu.

Com. F, 1 Reg.

John Harlley.
Ma-thla-wa-key.
So-no-chee.
So Philip Ha-jo.
Ya-fix-e-co.
Willey.
Ia-ko-se-fix-e-co.
So-ha-so-chee, 2nd.
Sum-ma-he.
So-ya-a-la.
So-ha-jo.
Po-muk-ko-ge.
Po-ha-se-mut-to-se.
Ac John Harjo.

Nuth-kup-ha-jo.
Ma-ho-si-ke.
Mi-ch-pa.
Kat-so-ker-ne.
Ka-puts-se-fix-e-co.
Joseph.
Pas-co-ja-chee.
Jacob.
Johnney.
James David.
David.
Chil-ti-ha-jo.
Ce-co-pa-che.
As-saw-ha-jo.
Au-ha-luk-e-wat-la.
The-ha-jo.
Pa-noo-fix-see-ko.
Wm. Warford.
Lan-hee.
Rohit Add.

Mr. Ross & Judge Keys are just in ; they go to-morrow. Do not make any fuss, but *quietly* get these in for trade. I send others to-morrow.
J. W. W.

(Copy.)

WASHINGTON, *January 17th, '68.*

DR. NASH: I received on yesterday a letter of four pages from D. H. Ross, stating how good a friend he always had been & was now, & how bad he had been treated by the world at large & particularly by you & me; but I was not to blame, as I believed others and was deceived.

He failed to explain how Phillips was brought to Talequa to run me out & why Jno. Jones was to be persecuted; but of this sufficient. I wrote him a kind letter, but all his efforts will not prevent me from doing with you just as I agreed. Ross is running Brown & I am glad, & thankful for any kindness to him & will repay it. I write to Brown to-day to treat you & Ross alike & impartial, but all payments I make when not those, will be through you & no one else, & no one shall know it except yourself without you see proper to tell it. Sufficient on that. There is some things I wish you now to do, & to do them immediately. I wish a detailed statement of my account to date.

2. I wish a list properly certified of the Cherokee warrants allowed.

3. I wish a list of the receipts in Mr. Jones' hands; showing to whom paid; company required & amount, & by whom paid.

4. To send the receipts by the first private opportunity.

5. Mr. Jones' distribution of the money sent him.

6. Some money.

I have now in your hands about \$18,000; add to this the warrants, \$4,000, & Jesse debt, \$1,000, making in all \$23,000; this is more money than I can use there, & even if you have to call on me in the spring again I wish you to send me every dollar you can. You know that I never contemplated going above \$10,000.

You can also send me any warrants you may have by mail, first making a complete register of them, & having the list properly certified,

so if lost they could be recovered. I can get them paid here if I can get a certified list.

7. Is your store insured? If not, attend to it at once & put guard over it until it is done; its destruction would ruin you. As to the old list of bounty that I left with you to pay, including the list returned by Col. Dunn, do not pay them until I go out or direct further. Do not trust on extra bounty, it will not renew your stock; I believe it will come, but in the fight here all is uncertain. Let me know how your concern stood on the 1st of Jan'y, or at date; state the value of goods on hands; good debts due; bad debts made; cash & other property on hand, and the debts it owes, if any.

I have no doubt you have done well, but still I would like to hear all about it.

I write to Brown about Bushead's debt. See my statement to him, & aid him in getting the account-book, or purchase the store-room, if you can secure the debt.

Did I leave with you any warrants of mine to be certified not yet returned?

I wish you to be kind to Brown, encourage him in the right, & let him run with Ross; it will do you no harm.

I hope soon to send you a long list of pensions; when the delegation come, I can use them as witnesses. My respects to your wife, brothers, &c.

Yours,

J. W. WRIGHT.

In making up my account, be from the time you commenced on your own account.

(Copy.)

WASHINGTON, *Jany.* 28th, '68.

DR. NASH: The delegation is here, & things look all right, but *white man* is uncertain, Indian more so. I collected the pay of Captain Ar-ro-la-tus-ta-mak-ko of Company B of the 1st Regiment; he is dead, & the claimants is a brother & sister, named Socksey & Polley.

Get Simon Brown, the negro Creek interpreter, to hunt them up, & pay them \$500 $\frac{11}{100}$. Get them to Gibson, & you can sell them goods.

The Cherokee warrants issued before July, 1866, are being paid here; send on any that is on the list, & if possible send me some funds.

Ross is anxious to back out & take a new start with me, but do not fear, all will be right. Be kind to Brown, do all you can to encourage him in the right.

I hope now to get pensions through rapidly. I am in the office alone, as Irwin is gone for a few days, & as soon as I find time I will send you more names.

If you send Brown after the claimants named within, caution him to say nothing, but bring them to you.

Wanted a list of receipts in Mr. Jones' hands.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

DEPARTMENT OF THE INTERIOR,
PENSION-OFFICE,
Washington, D. C., July 24th, 1868.

DR. NASH: I send you here a bill of Claflin & Co. I supposed all I was to pay was the \$5,000 note & your late draft, \$1,567.69 cents, making \$6,567.69 cents; they make it more than \$2,000 more than that. How is it? They propose taking my acceptance at 60 days; if I give it, I must have help to pay it. How much can you do? If the extra bounty is not paid, I cannot meet the debt without aid. I will not accept until I hear from you. I have paid this house more money than we ought to have paid. I fear they will hunt up some more of Ross debt to have you settle. I suppose all the goods you got from Ross was not worth the money paid. I write them to-day that I have written to you, & as soon as I hear I will settle with them. I am anxious to get some pension-affidavits from Brown.

Say to him we are all well.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, *Oct. 2nd, '68.*

DR. NASH: Yours was received on yesterday. The draft to January will be paid. I herewith send you discharge & draft. Collect my fees & pay ballance. When Brown came here, there followed him two drafts for \$85 each, in faivour of Mr. Ross. I asked him for what they were given, & if no sattisfaction. I refused to pay them, & they went to protest. Mr. Ross now writes me they were for bounties he paid, & Brown brought me the receipts. If he got the receipts, he did not give them to me. Brown drew other drafts, & got money from me & others to travel on, \$458—without the Ross drafts, & with them, \$628. No man could stand such expenses, & I am compelled to take a new course. Brown & no other person has any right to draw drafts on me, & I will not pay them. I must also stop all persons making payments for me in the Indian regiments. So you will take no more receipts in the Indian regiments for me. I cannot tell whether the right party is paid, & do not know but they are paid twice, once by you and then by Ross & others. I wish you & Mr. Ross to send me all the receipts you have got or depos'ted with Mr. Jones, & send receipt, & as soon as I get books posted I will settle. I will be out in November. I go to-day to see the President as to extra bounty. Scofield will not refuse, but delay. I will write to-morrow. Read Mr. Ross what I say as to receipts.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, *Oct. 9th, '68.*

DR. NASH: I have just returned from the President's on extra bounty. He says it is right, & I will soon hear from Scofield—at the farthest by Monday next. I still have my fears. We will see.

I wish you to send a statement of ac't since the last; also a copy or list of all receipts pd.

In a month I will have five thousand of back pay, &c., to pay; so says 2 Auditor. I will send you list, BUT KEEP DARK.

If Brown will still neglect my affairs as he has, I wish you would recommend some one to do it. There is 100 pension cases that ought to be allowed in a week, & nothing but a short affidavit in each case.

Write me often & in full, & state how Brown is doing. I will do no more for him if he does not reform. I will pay for his cattle the \$1,500 draft, & that is all & the last.

Mr. Ross wrote me about two drafts for \$85 each, given for receipts. I never got receipts. He says he gave them to Brown. See how it is, & write me. I will do what is right.

Yours,
(Signed)

J. W. WRIGHT.

If I get the extra bounty, I will arrange matters to suit you & Rosses.

(Copy.)

WASHINGTON, Nov. 24.

DR. NASH: Yours from St. Louis was duly received. I did not get any money as I was promised Saturday, but have the promise for next Saturday. As soon as I get it I will send to January & notify you. Get the powers signed & forwarded. I can soon put you in funds. I enclose you some cases for Mathers, which hand to Brown to get executed. I send also to Brown several of the same kind of cases. If he is not well, get them of him & get them executed. I send you also a copy of my contract with Wm. P. Ross, that if he should unfortunately die, you might for me take possession of the store, & place it in safe hands, & close it out. Brown has a list of powers of atty. that I much desire. Will you see if they can be had.

Treat Dunn kindly & he will aid you, but make no promises, *only indefinite*, that "the judge said you had an interest that he would protect." If Henry Cooke was at home I would send you money. He is expected in a week.

(Copy.)

WASHINGTON, Nov. 26.

DR. NASH: The cases mentioned in the within cases have been settled & reported to paymaster favourable for payment. I send them to you so that you can judge who to trust. If you get them executed, you will only get the ^{his} — properly filed, the witness, & the official signature.
mark

If the powers is dated before the draft, it will not be good; so only fill as directed. You can trade safely with all for \$50, & I think with all except one or two to \$100. I will keep you posted. Let Mr. Ross read this letter & see the papers I herewith send. I hope you & him will have a good trade. All you have to do is to act in concert & keep your own secrets.

Write often, and let Ross do the same.

Yours,
(Signed)

J. W. WRIGHT.

N. B.—I send 2 bundles.

(Copy.)

WASHINGTON, Nov. 26, '68.

DR. NASH: I received some powers for deserters for Brown yesterday. I am in want of about 50 case of those not deserters. I wish you would try & find the papers, & have them executed & returned here.

I wish you would pay Abram Ceasar, Com. G of 83 Reg. U. S. Collr. Vol., the sum (of \$99) ninety-nine dollars and twenty cents, & take his rece'pt. I have about 100 cases of bounty settled in the 2nd Auditor's Office, but have not got drafts. I will send you powers in them to execute to-morrow, & all will have to be blank. I am very anxious about Brown. We have not had a line from him for two months. When he got *wild* we always found relief by blistering the back of his head & neck. If he is not well have it done and continued for some time. It will do him good. I have accepted Ross drafts. I now wish you and him to get all the powers you can. I am sorry I did not send Lipe & other drafts of such persons with you, but I hope to be out next month. I will go as soon as I get done with 2nd Auditor. I wish you to write twice a week.

Do all you can to quiet Brown and keep him sober.

We are all well.

Yours,

(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, Dec. 14.

DR. NASH: Yours is received. I wish you had sent the P. A. Send them as *just* as you can get them. I have got no ad'itional cases since you were here, but hope to get all the ballance this week.

As soon as you send me powers I will send money to January. I send you some cases to have executed. I write to Brown in this package. Give him the letter & write me twice a week. Mr. Davis can do me no harm—he is put up to it by J. W. Dunn; talk easy to Dunn & promise him generally anything, but tell him nothing.

You and Ross get up a certificate that I paid the Indians there money prom'tly & they are sattisfied, & have five or six to sign it & forward it immediately; it will refute the slanders, although the slanders could not hurt me—but I would like to shew them up. As to Brown, do the best you can—blister him on the back of the head, & give him a vomit, & he will be better. Do not send him home alone; if he can come with some person & will go to an assylum, I would be glad he would come; if so, I wish you to send Susie home until he returns & provide for her well. Write two or three times a week.

Yours,

(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, Dec. 17th, '68.

DR. NASH: Gen. Blount is making a fuss here & trying to stop payments. He has done nothing yet & I do not think he can. Make out certificate that I properly paid the Indians & forward it & send on powers of atty. as rapidly as possible. I send you a list of payments to make. In all cases pay claimant alone.

Since writing the above I have seen several persons. Blunt &

Smott are doing all they can, but *if* I think they can do but little. Those cases I have sent you in blank only; trust them about \$50 each, as they may come out not to exceed that amt. Do all you can for Brown. If he is not better I will send for him & place him in an assylum. Write to me often & I will do the same. Send on the powers of atty.

I have waited some hours for the list, & can wait no longer; I will send it to-morrow. I will try & send you money next week.

Hurrah up the powers; and do all you can for Brown.

Yours,
(Signed)

J. W. WRIGHT.

Have Ross write. See Dan Ross about the Opotheala matter—powers of atty.

(Signed)

J. W. W.

(Copy.)

WASHINGTON, *Jan'y* 18th.

DR. SIR: The last letter I received from you was dated the 21st of Dec. I have received letters from D. H. Ross to the 6 of Dec. Have you written? If you have not, I will write no more. Write twice a week & reply to questions. I have to pay for Wm. P. Ross to-morrow \$5,000, my acceptance for him, & only about \$1,800 to meet it. I know it is only negligence, & an opinion; I will go on & permit it. I will pay it but if you stop, so will we at this end.

Brown is much better & will soon be well. I have many things to write about, but it is of no use as I get no answers.

Why does not Dan Ross send on the P. A. in the Opothala matter? Write and I will stop and I will.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, *Jan'y* 18, 1869.

DR. NASH: I have paid Claflin debt & all your St. Louis list, & sent Jan. \$2,000 for you. I am very hard up, & I wish you to send powers as fast as possible; & say the same to Ross. On the 19th Ross notes become due, & it must be paid; & how I am to get money I know not, except you send forward the papers.

Brown is in the assylum & is satisfied, & I hope he will soon be well. Take care of Susie. I hope Mr. Ross has gone in the house & will board her. I paid Musgrove \$600 for his expenses & services. Of that sum he got \$100 from you & \$200 from January. I gave the Dutchman a railroad-ticket & \$8.00, leaving you to settle for his time. It has been very costly, but I am rejoiced he is here. I suppose I will have plenty of bills to settle when I go to Gibson. Take care of the cattle. Musgrove thinks you ought to get another man than Thompson to look after them. Consult with him & do what is for the best. I sent you a list of cases for P. A. That is the only list I now want. They are regular cases; let all others stand until I come out. I write a note, enclosed, to D. H. Ross; please deliver.

(Copy.)

WASHINGTON, *Jan'y 24.*

DR. SIR: I have just received yours of the 9th of Jan'y. The last I received was the 21st of December, 18 days without a line. Now, this is insufferable. I have writ'en to you almost every day, & I wish you to write twice a week & to send forward all the powers you get, if it is only one at a time. I have some more names to send to-morrow that I could have sent some days since, but did not as I could not hear from you. Brown is improving & will soon be well. I will be out in March; so push matters. I p'd your St. Louis debts; sent January \$2,000, & if you only send on P. A. I will send you all you want; but I cannot do anything if I cannot hear from you but once a month. Have you plenty of goods? If not, get them; the river will soon or is now up.

Things go on well here. I never see the delegation. They keep shady & have McKee for pilot.

Why does not Wm. P. Ross write? I had to pay his acceptance, \$5,869, & only a small sum to pay it with; & in a month as much more will to be paid.

Do see that he forwards the funds.

Why does not D. H. Ross get the powers of atty. in Opotheola claims? It is delayed for them. I have sent you sundry drafts. Please acknowledge each receipt of letter before going home.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, *Jan'y 30th.*

DR. NASH: I received yours inclosing 50 powers of att'y. Of these only 43 were out, the others will be soon. I sent to I. O. Ford \$2,000, to the other \$700, & will remit ballance next week. This is the 3 letter you have written me in a month, one containing 150 P. A.; second about Brown, & third, this letter, and I have written you 16 times, & can get no answer. How is it? You got several of these letters, as I have have registered receipts.

I sent of the \$969 received from Ross, \$582 to St. Louis on old debts, & retained on my acceptance \$322, after deducting fees. This, with former remittance, makes \$2,109 to pay the acceptances due 19 of Nov., & which I have had to pay, \$5,864. As many more come due the 19 of February, & I must pay them. I wish you would see Mr. Wm. P. Ross immediately, & say to him to place me in funds immediately. He could do it if he would try.

Things are going on well. Brown is improving; is still in assilum. Take care of Susie. I will be out in March early. Write twice a week, & no fail.

Yours,
(Sg'd)

J. W. WRIGHT.

(Copy.)

WASHINGTON, *Feb. 3, 1869.*

DR. NASH: I herewith send you a list of payments to make. Do not make mistake. I find the list here send in Co. K. the names duplicated; strike one of them of your list of duplicated. I had a fool clerk who duplicated them, & I fear you got a copy as our book is. I sent you \$1,000 in drafts, & some names to strike from roll. I had a clerk

who had no sense, & it was his fault. I fear we will make some mistake; but do not pay the same man more than once, even if his name is twice on your roll. Hurry on the powers, & tell Ross to do the same. John Meigs wrote me he sent 50 powers; I have not got them. Brown is much better. Write often.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, *Feb. 26th.*

DR. SIR: Yours *is received* of Feb. 10th is received. The receipts you sent are correct.

The claim you ch. against me for Ross is wrong. They wrote me to credit you \$70, which I did, & applied ballance to these debts. These cases, Henry Big Mush, Oseola Woodall, & Johnson Good Money, were not rece'pted, & no powers have yet been sent. Duck Draper was irregular, & could not be used; so you will alter the charge against me from \$155 to \$70. I am glad you are on your way to St. Louis. I will do all I can for you. The draft of \$500 will be paid.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, *March 1.*

DR. NASH: I am glad you are in St. Louis & I hope you will purchase a large stock. I will send all the drafts, including my fees that you send me from St. Louis, & will, if necessary, advance you \$1,000. I am ahead with Ross \$6,000.* If necessary I will accept for you at 90 days & six months, but this is only if necessary.

I will start from 10th to 15th of this month.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

WASHINGTON, *Feb. 11th.*

DR. SANDY: An order goes to-day to Webster to hand over to you all the papers & property belonging to me. Get all the discharges, &c., &c. Your desk & table, notify Webster he can keep it. Make out a bill for it against U. S. at cost; send me duplicates & I will get pay.

In think, in a day or two, I will send order for goods. Say to Nash I am very hard up for money.

Does Parson Jones ever expect to pay me? What about Tom Galcatcher? All well.

Say to Wm. Ross that he owes me more than \$5,000 on his contract, & if he refuses to make the deed I will sue him in the U. S. court.

I do not want to fence until deed is had.

All well.

Yours,
(Signed)

J. W. WRIGHT.

(Copy.)

Mr. NASH: I wish the following persons paid \$85 each, being the 1st bounty. If a guardian, & he is worthless, do not pay it; or a bro. or sister, & there is others than claimant, do not pay it. If for a widow, & you know she is not a widow, do not pay.

Name of soldier.	Claimant's name.	Char. of claimant.
<i>Com. A, 3 Reg.</i>		
Monkey Walters.....	John McIntosh.....	Guardian.
Harrison Wolf.....	Osanne Wolf.....	Brother.
Henry George.....	Jesse Henry.....	Brother.
Henry Seaholt.....	His bounty.....	In his own right.
Head Terrapin.....	Susan Peabeater.....	Guardian.
Moses Vane.....	Tom Se-ke-ke.....	Guardian.
Charles Bear, (paid).....	Margaret Bear, (paid).....	Widow.
Mike Walters.....	Jenney Wolf.....	Widow.
<i>Com. B, 3 Reg.</i>		
Tim Kingfisher.....	Tah-cur-yor.....	Brother.
Sam Sapsucker.....	Ah-noo.....	Daughter.
Tom Young Man.....	Betsey.....	Mother.
Otter Lifter.....	Nanie Otter Lifter.....	Widow.
Pay this woman	only \$80. (Deductions.)	
<i>Comp. C, 3 Reg.</i>		
Eli Buck.....	George Eli.....	Guardian.
Joe Ta-law-sha.....	Liddy.....	Widow.
Sam Owalter.....	Carter Ka-jor.....	Mother.
Wm. Lacey.....	Peggy Johnson.....	Mother.
Oo-too-lat-a-nah.....	His own bounty.....	
Jackson Rail.....	Anna Rail.....	Widow.
<i>Com. D, 3 Reg.</i>		
Black Haw.....	Sarah Black-haw.....	Guardian.
Old John.....	Deana.....	Mother.
Rabbit.....	Lydia Rabbit.....	Sister.
<i>Com. E, 3 Reg.</i>		
Jesse Lastley.....	James Lastley.....	Father.
Wm. Cade.....	Alcey.....	Guardian.
Beans.....	Teacher Smith.....	Guardian.
James Wanur.....	Nancy Waner.....	Widow.
<i>Com. F, 3 Reg.</i>		
Israel Sitcawne.....	Tah-ya-nee.....	Widow.
George Brush.....	Lizzy Brush.....	Widow.
Charles Otter.....	Judge Otter.....	Guardian.
Jack Carroll.....	His bounty on his own right.	
Chas. Timberly.....	Kate Timberly.....	Widow.
<i>Com. G, 3 Reg.</i>		
Water Baltem.....	Lianee.....	Widow.
Doctor.....	Nelly Doctor.....	Widow.
Benj. Sanders.....	Nanie Sanders.....	Widow.
Ivisly Christie.....	Anna Christie.....	Mother.

Name of soldier.	Claimant's name.	Char. of claimant.
Com. H, 3 Reg.		
John Welch.....	Celia Welch.....	Mother.
Elijah.....	Nake.....	Widow.
Jackson Bird.....	Jenny Bird.....	Widow.
Pig Mike.....	Darkey Pig Mike.....	Widow.
Crying Wolf.....	Jakee.....	Widow.
Com. I, 3 Reg.		
Jumping Dry.....	Liddy Jenny Dry.....	Widow.
Nicholas Hair.....	Lucinda Hair.....	Widow.
Osage Jack.....	Aley Osage.....	Mother.
Marcellus Rogers.....	Sally Price.....	Guardian.
John Smoker.....	James Shelton.....	Guardian.
John R. Goard.....	His bounty.....	
Moses Swinger.....	Anna Swinger.....	Widow.
Samuel Coulston.....	Katy Coulson.....	Guardian.
Com L, 3 Reg.		
Larkin Fourkiller.....	} Both their bounty.....	
Thomas Swap.....		
Com. L, 3 Reg.		
Seneca Squirrel.....	} Both their bounty.....	
John Jackson Wilden.....		
Eli Long.....	Nake Long.....	Widow.
Herry Bushhead.....	Deana Bushhead.....	Widow.
Com. M, 3 Reg.		
David Pullen.....	David Jackson.....	Guardian.
Crawler.....	Che aw Sir.....	Widow.
Sam Hicks.....	Rachael Hicks.....	Widow.
Pigeon.....	Toni Pigeon.....	Widow.
Dave Consene.....	Dorcas Buffington.....	Mother.
Ned Banjo.....	Peter Passon.....	Guardian.

Mr. NASH: I have collected bounty for each of the above persons, & you can pay them \$85 each. I hope now speedily to get pensions settled, & to have them paid by 1st of July. I am anxious to hear from you and Brown. If necessary, I will go out immediately, but do not wish to do it before 1st of Sept. Be carefull of the Rosses; they intend to fight you, and you must stand up. Write & send list. See about Bushehead warrants.

Yours,

J. W. WRIGHT.

H. Ex. 134—4

JURISDICTION OF THE WAR DEPARTMENT OVER THE
TERRITORY OF ALASKA.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

A copy of a brief on the subject of the jurisdiction of the War Department over the Territory of Alaska.

FEBRUARY 29, 1876.—Referred to the Committee on the Territories and ordered to be printed.

WAR DEPARTMENT,
February 26, 1876.

The Secretary of War has the honor to transmit to the United States Senate and House of Representatives, copy of brief on the subject of the jurisdiction of the War Department over the Territory of Alaska, with copies of papers therein referred to, and to earnestly recommend such legislation as will more precisely define the duties of the War Department over the Indian country in general, and particularly over the Territory of Alaska.

WM. W. BELKNAP,
Secretary of War.

THE HISTORY OF THE WAR IN ALASKA
FROM 1867 TO 1868

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COPIES OF BRIEF AND PAPERS RELATIVE TO THE STATUS OF ALASKA
AND THE EXTENT OF THE JURISDICTION OF THE WAR DEPARTMENT
OVER THAT TERRITORY UNDER EXISTING LAWS.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, February 21, 1876.

Official:

E. D. TOWNSEND,
Adjutant-General.

BRIEF.

WAR DEPARTMENT, *February 4, 1876.*

To the honorable the SECRETARY OF WAR:

I am directed to examine the accompanying papers and prepare for you "a full brief of all the legal points which are involved in the question of the jurisdiction of the War Department over the Territory of Alaska."

Fire-arms.—By act of Congress approved July 27, 1868, and entitled "An act to extend the laws of the United States relating to customs, commerce, and navigation over the territory ceded to the United States by Russia, to establish a collection-district therein, and for other purposes," (15 Stat., 240,) it was enacted as follows:

That the laws of the United States relating to customs, commerce, and navigation be, and the same are hereby, extended to and over all the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia, by treaty concluded at Washington on the thirtieth day of March, anno Domini eighteen hundred and sixty-seven, so far as the same may be applicable thereto.

The fourth section provides:

That the President shall have power to restrict and regulate or to prohibit the importation and use of fire-arms, ammunition, and distilled spirits into and within the said Territory, and the exportation of the same from any other port or place in the United States, when destined to any port or place in the said Territory.

The section goes on to prescribe forfeitures, and a penalty of fine or imprisonment. The requirement of bonds is also authorized in certain cases.

The seventh section provides:

That, until otherwise provided by law, all violations of this act, and of the several laws hereby extended to the said Territory and the waters thereof, committed within the limits of the same, shall be prosecuted in any district court of the United States in California or Oregon, or in the district courts of Washington, and the collector and deputy collectors appointed by virtue of this act, and any person authorized in writing by either of them, or by the Secretary of the Treasury, shall have power to arrest per-

sons and seize vessels and merchandise liable to fines, penalties, or forfeitures under this and the said other laws, and to keep and deliver over the same to the marshal of some one of the said courts; and said courts shall have original jurisdiction, and may take cognizance of all cases arising under this act and the several laws hereby extended over the territory so ceded to the United States by the Emperor of Russia, as aforesaid, and shall proceed therein in the same manner and with the like effect as if such cases had arisen within the district or Territory where the proceedings shall be brought.

February 20, 1869, the President approved the following order:

The prohibition hitherto resting upon the importation of arms and ammunition into Alaska is hereby removed, subject, however, to such restrictions upon the disposal of the same, when so imported, as shall be imposed (in regard to the disposal of the same when so imported) by the military authorities.

February 8, 1870, the President made the following order:

Under and in pursuance of the authority vested in me by the provisions of the second section of the act of Congress approved on the 27th day of July, 1868, entitled "An act to extend the laws of the United States relating to customs, commerce, and navigation, over the territory ceded to the United States by Russia, to establish a collection-district therein, and for other purposes," the importation of distilled spirits into and within the district of Alaska is hereby prohibited, and the importation and use of fire-arms and ammunition into and within the islands of Saint Paul and Saint George, in said district, are also hereby prohibited, under the pains and penalties of law.

July 3, 1875, the President approved the following circular to collectors of customs:

The importation of breech-loading rifles and fixed ammunition suitable therefor into the Territory of Alaska, and the shipment of such rifles or ammunition to any port or place in the Territory of Alaska, are hereby forbidden, and collectors of customs are instructed to refuse clearance of any vessels having on board any such arms or ammunition destined for any port or place in said Territory.

Then follows a direction to require bonds in certain cases.

In acknowledging the receipt of this circular the collector at Sitka remarked as follows:

It will be difficult to prevent the introduction of breech-loading arms and fixed ammunition into this district by the Indians located at this place. The present restriction upon trade, imposed by the military commander, prohibiting (except in small quantities) the sales of molasses and sugar, has caused the Indians to visit British trading-posts, taking with them their furs and peltries, receiving in exchange anything and everything they require.

The military commander made the following explanation, premising that the Indians had learned the art of distillation:

Vast quantities of molasses used to be shipped to this country, and as an efficient means to stop the whisky-traffic, which demoralizes alike the Indians and the whites, I at first limited the sale of molasses and sugar to Indians, and finding it impossible to regulate it properly in that way I have prohibited its introduction or sale in this vicinity. I would have extended the order all over the Territory had I been in possession of the means of enforcing obedience to it.

Upon this General Schofield indorsed as follows:

I have no doubt of the wisdom of prohibiting the importation of breech-loading arms and ammunition into Alaska, nor of the practicability of enforcing the prohibition. Unless I am greatly mistaken the Hudson Bay Company do not trade in that kind of arms. But I believe the result of all other restrictions upon trade are only evil. Whether the Territory is to remain in its present anomalous condition, or be provided with a military or civil government, I believe it would be well to foster unrestricted trade and intercourse between the natives of that country and the civilized world, and direct the efforts of Government toward the advancement in civilization of that remarkable people, rather than the colonization of the Territory by those of another race.

Liquor.—The third article of the treaty of cession (15 Stat., 539) reads as follows:

The inhabitants of the ceded territory, according to their choice, reserving their natural allegiance, may return to Russia within three years; but if they should prefer to remain in the ceded territory they, with the exception of uncivilized native tribes, shall be admitted to the enjoyment of all the rights, advantages, and immunities of citizens of the United States, and shall be maintained and protected in the free enjoyment of their liberty, property, and religion. The uncivilized tribes will be subject to such laws and regulations as the United States may, from time to time, adopt in regard to the aboriginal tribes of that country.

January 30, 1869, Mr. Seward, who signed the treaty on the part of the United States, wrote to the Secretary of War as follows:

I understand the decision of the Supreme Court of the United States in the case of *Harrison vs. Cross*, (16 Howard, 164-202,) to declare its opinion that upon the addition to the United States of new territory by conquest and cession, the acts regulating foreign commerce attach to and take effect within such territory *ipso facto*, and without any fresh act of legislation expressly giving such extension to the pre-existing laws. I can see no reason for a discrimination in this respect between acts regulating foreign commerce and the laws regulating intercourse with the Indian tribes. There is, indeed, a strong analogy between the two subjects. The Indians, if not foreigners, are not citizens, and their tribes have the character of dependent nations under the protection of their governments. As Chief-Justice Marshall remarks, delivering the opinion of the Supreme Court in *Worcester vs. The State of Georgia*, (6 Peters, 557 :) "The treaties and laws of the United States contemplate the Indian territory as completely separated from that of the States, and provide that all intercourse with them shall be carried on exclusively by the Government of the Union." The same clause of the Constitution invests Congress with power "to regulate commerce with foreign nations, * * * and with the Indian tribes." The act of June 30, 1834, (4 Stat., 729,) defines the Indian country as, in part, "all that part of the United States west of the Mississippi and not within the States of Missouri and Louisiana, or the Territory of Arkansas. This, by a happy elasticity of expression, widening as our dominion widens, includes the territory ceded by Russia."

November 11, 1872, three indictments were found by the grand jury of the district of Oregon against Terneta Savaloff, for introducing spirituous liquors into the Indian country, for distilling spirituous liquor without having paid a tax, and for disposing of liquor to an Indian. The defendant had been arrested in Alaska and brought to the district of Oregon by the military force of the United States, under section 23 of the Indian-intercourse act of June 30, 1834. The judge declined jurisdiction, saying:

The jurisdiction of this court over offenses committed in Alaska is conferred by section 7 of the act of July 27, 1868, and by such section confined to violations of that act, and of the laws "relating to customs, commerce, and navigation," thereby extended over that Territory.

In consequence of this decision, the following provision was added to the sundry civil appropriation act of March 3, 1873, (17 Stat., 530:)

That section 1 of an act entitled "An act to extend the laws of the United States relating to customs, commerce, and navigation over the territory ceded to the United States by Russia, to establish a collection-district therein, and for other purposes," approved July 27, 1868, be so amended as to read as follows: "That the laws of the United States relating to customs, commerce, and navigation, and sections 20 and 21 of 'An act to regulate trade and intercourse with Indian tribes and to preserve peace on the frontiers,' approved June 30, 1834, be, and the same are hereby, extended to and over all the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia, by treaty concluded at Washington on the thirtieth day of March, A. D. 1867, so far as the same may be applicable thereto."

Section 21 of the above-mentioned Indian-intercourse act provides as follows:

That if any person whatever shall, within the limits of the Indian country, set up or continue any distillery for manufacturing ardent spirits, he shall forfeit and pay a penalty of one thousand dollars; and it shall be the duty of the superintendent of

Indian affairs, Indian agent, or subagent, within the limits of whose agency the same shall be set up or continued, forthwith to destroy and break up the same; and it shall be lawful to employ the military force of the United States in executing that duty.

Section 20 originally began as follows:

That if any person shall sell, exchange, or give, barter or dispose of any spirituous liquor or wine to an Indian, (in the Indian country,) such person shall forfeit and pay the sum of five hundred dollars; and if any person shall introduce, or attempt to introduce, any spirituous liquor or wine into the Indian country, except such supplies as shall be necessary for the officers of the United States and troops of the service, under the direction of the War Department, such person shall forfeit and pay a sum not exceeding three hundred dollars.

This section was amended by acts of March 3, 1847, (9 Stat., 203,) February 13, 1862, (12 Stat., 339,) and March 15, 1864, (13 Stat., 29.) The last-mentioned act provides that the section shall read as follows:

That if any person shall sell, exchange, give, barter, or dispose of any spirituous liquors or wine to any Indian under the charge of any Indian superintendent or Indian agent appointed by the United States, or shall introduce, or attempt to introduce, any spirituous liquor or wine into the Indian country, such person, on conviction thereof before the proper district or circuit court of the United States, shall be imprisoned for a period not exceeding two years, and shall be fined not more than three hundred dollars: *Provided, however,* That it shall be a sufficient defense to any charge of introducing or attempting to introduce liquor into the Indian country, if it be proved to be done by order of the War Department, or any officer duly authorized thereunto by the War Department. And if any superintendent of Indian affairs, Indian agent or subagent, or commanding officer of a military post, has reason to suspect, or is informed that any white person or Indian is about to introduce, or has introduced, any spirituous liquor or wine into the Indian country, in violation of the provisions of this section, it shall be lawful for such superintendent, agent, subagent, or commanding officer to cause the boats, stores, packages, wagons, sleds, and places of deposit of such person to be searched; and if any such liquor is found therein, the same, together with the boats, teams, wagons, and sleds used in conveying the same, and also the goods, packages, and peltries of such person shall be seized and delivered to the proper officer; and shall be proceeded against by libel in the proper court, and forfeited, one-half to the informer, and the other half to the use of the United States; and if such person be a trader, his license shall be revoked and his bonds put in suit. And it shall, moreover, be the duty for any person in the service of the United States, or for any Indian, to take and destroy any ardent spirits or wine found in the Indian country, except such as may be introduced therein by the War Department. And in all cases arising under this act, Indians shall be competent witnesses.

November 13, 1873, the Attorney-General rendered an opinion that as to the matter of the introduction of spirituous liquors or wine into the Territory of Alaska:

Alaska is to be regarded as "Indian country," and that no spirituous liquors or wines can be introduced into the Territory without an order by the War Department for that purpose.

June 3, 1874, the Attorney-General returned an affirmative answer to the following question by the Secretary of War:

Has this Department authority to permit the introduction of spirituous liquors or wines into the Territory of Alaska, when the liquors or wines are not for the use of officers of the United States or troops of the service?

By General Orders No. 57, Adjutant-General's Office, June 15, 1874, concerning the introduction of wines and liquors into Alaska, it is provided as follows:

Such articles will be introduced into the Territory only upon special permits to be given from headquarters Military Division of the Pacific, or from the headquarters of the Department of the Columbia.

Indian agent.—March 9, 1875, the commanding officer, Department of the Columbia, telegraphed as follows:

According to instructions of General Halleck, commandant in Alaska is *ex-officio* agent for Indian affairs. Please ask that this authority be sanctioned by Secretary of Interior.

The instructions referred to were contained in a letter of General Halleck's, dated September 6, 1867.

May 5, 1875, the Attorney-General rendered an opinion upon the construction of sections 1222 and 2062 of the Revised Statutes of the United States, concluding as follows:

Section 1224 declares that Army officers shall not be employed as disbursing agents of the Indian Department, where such employment requires them to be separated from their regiments or companies, or otherwise interferes with the performance of their military duties proper. Subject to this qualification, I am of the opinion that it is competent to the President to direct the military commandant in Alaska to execute the duties of an Indian agent in that Territory.

May 14, 1875, the Secretary of the Interior wrote as follows:

In view of the Attorney-General's opinion, of the 5th instant, and of the anomalous condition of the inhabitants of the Aleutian Islands, this Department is of the opinion that the War Department may properly detail an Army officer to exercise such powers and duties in controlling said inhabitants, and in providing for their wants, morally, intellectually, and physically, as in the judgment of the War Department may be deemed necessary, and this Department has no objection to conferring upon an officer so detailed the powers herein indicated, but, on the contrary, desires the War Department to take such action.

May 18, 1875, by direction of the President, the commanding officer of the United States troops in Alaska was appointed by the Secretary of War "to execute the duties of Indian agent in controlling the intercourse with the Indians in Alaska, including the Aleutian Islands, and to act *ex officio* as Indian agent over the tribes in said Territory."

July 12, 1875, the commanding officer at Sitka issued an order announcing that, by direction of the President, he assumed the duties of Indian agent in the whole of Alaska Territory and Aleutian Islands; that the strictest provisions of the Indian-intercourse law would thereafter be rigidly enforced in all his jurisdiction; that the following sections of the Revised Statutes of the United States, relative to trade, intercourse, and residence in his jurisdiction, were published for the information of all concerned, viz: sections 2111, 2128, 2129, 2130, 2131, 2133, 2134, 2145, 2147, 2148, 2150, &c.; and that all persons desiring to trade in Alaska Territory must procure a license and give bonds. But the commanding officer, Department of the Columbia, suspended that portion of the order requiring a bond, so far as related to existing traders, including unnaturalized foreigners.

The Board of Trade of Portland, Oregon, having requested that the order be countermanded as being "against the interests of trade and commerce with Oregon," the Commissioner of Indian Affairs expressed the opinion "that the restrictions placed upon trade and commerce in Alaska by the provisions of Captain Campbell's orders aforesaid are not justified by law, and that such orders, so far as relates to everything except the twentieth and twenty-first sections of the intercourse act of 1834, should be revoked." The judge-advocate, Department of California, concurred in this view, and by order of General Schofield, made a full report upon the laws governing trade and intercourse with the Indians in Alaska, taking the ground that so far as the introduction and use of liquor is concerned, Alaska is "Indian country," but no further; and intimating a doubt whether the War Department can legally permit the introduction of spirits into Alaska, except such supplies as may be necessary for the officers of the United States and troops of the service.

By request of General Howard the assistant adjutant-general, Department of the Columbia, made a careful examination of the whole subject, coming to opposite conclusions, and sustaining the legality of

Captain Campbell's orders, but advising that he be instructed to revoke them; General Schofield thereupon invited attention to these conflicting reports, and added:

I do not think it incumbent upon me to even express an opinion upon this subject; but I have no hesitation in recommending that Congress provide by law for the Territory of Alaska a government suited to its condition.

December 22, 1875, the commanding officer, Department of the Columbia, called the attention of the Secretary of War to a bill introduced by Senator Sargent, for a repeal of the legislation of March 3, 1873, extending the twentieth and twenty-first sections of the Indian-intercourse act to Alaska. General Howard is of opinion that the Indian trade and intercourse laws are in force in Alaska, but he reminds the Secretary that the United States district court for Oregon declines jurisdiction in that matter, except under and by virtue of the act which it is now proposed to repeal.

Review.—The foregoing is a history of the jurisdiction of the War Department over the Territory of Alaska, so far as it appears from the accompanying papers. The first legal point involved relates to the imposition of restrictions upon the disposal of fire-arms and ammunition, when imported into Alaska. By order of the President fire-arms and ammunition (not being breech-loading rifles and fixed ammunition suitable therefor) are now allowed to be imported into Alaska, excepting the islands of Saint Paul and Saint George, subject to such restrictions upon the disposal of the same, when so imported, as may be imposed by the military authorities. It is respectfully submitted that it would be more regular for such restrictions to be imposed by order of the President. The act of July 27, 1868, gives the President power to restrict the importation and use of fire-arms and ammunition into and within the ceded territory. Section 9 provides:

That the Secretary of the Treasury may prescribe all needful rules and regulations to carry into effect all parts of this act, except those specially intrusted to the President alone.

It would seem that no delegation of power to restrict the use of fire-arms within the Territory was contemplated by the act.

The second point relates to giving special permits for the introduction of spirituous liquor or wine into the ceded territory. This question lacks actuality, in view of the opinion of the Attorney-General, dated June 3, 1874, which affords a sufficient warrant for the present practice of the War Department. Perhaps, however, a question might have been raised whether the whole of Alaska is Indian country, under the act of March 3, 1873, or only such regions as are actually occupied by Indian tribes. If the latter view be correct, then that act did not supersede the fourth section of the act of July 27, 1868, and the President's prohibition of "the importation of distilled spirits into and within the district of Alaska" is still in force. The right of the War Department to introduce distilled spirits into the Indian country there, would then be limited to spirits distilled within the district; and it is difficult to see how any such spirits can be legally distilled before the application of the internal-revenue laws is extended to the ceded territory.

Again, as to the right of the War Department to authorize the introduction into the Indian country of spirituous liquors and wine, other than necessary supplies for the use of the military service, while the objection raised by the judge-advocate of California is not believed to be tenable, inasmuch as a law which no longer exists can hardly be said to be "extended" over additional territory; yet it is by no means

clear that it was the intention of Congress, in amending the original twentieth section of the Indian-intercourse act, to enlarge the jurisdiction of the War Department. The original section prohibited the introduction of any spirituous liquor or wine into the Indian country except such supplies as should be necessary for the officers of the United States and troops of the service, under the direction of the War Department. In the judicial administration of this law, the question would naturally arise, what are necessary military supplies, the presumption being against the white man. In 1862, the section was amended so as to provide:

That it shall be a sufficient defense to any charge of introducing or attempting to introduce liquor into the Indian country, if it be proved to be done by order of the War Department, or of any officer duly authorized thereto by the War Department.

At the same time the exception in the original section was stricken out, either as surplusage, or with the design of enlarging the jurisdiction of the War Department. The Attorney-General, taking the new section as it stands, gives it the latter interpretation.

The third point which appears in the papers, relates to the appointment of the commanding officer of the United States troops in Alaska to execute the duties of Indian agent. This question, also, lacks actuality, in view of the favorable opinion of the Attorney-General. But it may be remarked that there seems to be much force in the view suggested by the Secretary of War, in his letter to the Attorney-General, that for the military commander in Alaska to execute the duties of an Indian agent, would not be the acceptance of such a civil office, or the exercise of the functions of such a civil office as is contemplated by the law forbidding any officer of the Army on the active-list to hold any civil office, whether by election or appointment, and providing that every such officer who accepts or exercises the functions of a civil office shall thereby cease to be an officer of the Army. It is believed that this law contemplates civil offices actually established by law. For instance, if the President should appoint, by and with the advice and consent of the Senate, an officer of the Army on the active-list to one of the regular Indian agencies established by act of Congress, and such officer should accept or exercise the functions of such office, it would seem to be a clear violation of the law. But to require the military commander on a remote frontier, where no civil Indian agency has been established by law, to execute the duties of Indian agent until the Indian service should be regularly extended to that country, resembles the case of requiring the commanding officer of a naval squadron to visit a secluded country and make a treaty, with the intention, of course, of eventually intrusting the intercourse thus opened to a regular diplomatic agent.

The fourth section of the act of June 30, 1834, (4 Stat., 735,) to provide for the organization of the Department of Indian Affairs, when that Department was under the Secretary of War, contains the following clause:

And it shall be competent for the President to require any military officer of the United States to execute the duties of Indian agent.

Inasmuch as this clause has been allowed to stand in the Revised Statutes, as well as the above-mentioned law forbidding any officer of the Army on the active-list to exercise the functions of a civil office, the Attorney-General regards the special case as an authorized exception to the general rule.

The duties of Indian agents are now defined by section 2058 Revised Statutes of the United States :

Each Indian agent shall, within his agency, manage and superintend the intercourse with the Indians agreeably to law, and execute and perform such regulations and duties, not inconsistent with law, as may be prescribed by the President, the Secretary of the Interior, the Commissioner of Indian Affairs, or the superintendent of Indian affairs.

Section 2132 provides as follows :

The President is authorized, whenever in his opinion the public interest may require the same, to prohibit the introduction of goods, or of any particular article, into the country belonging to any Indian tribe.

It may be remarked that this power is not conferred upon Indian agents.

The commanding officer in Alaska, having been required by the President to execute the duties of Indian agent, the question arises whether Alaska is an Indian country to all the intents of the Indian-intercourse act, or only as to the matters embraced in the twentieth and twenty-first sections, formally extended to the ceded territory by act of March 3, 1873. This is the fourth point, and the one of most immediate interest. The expression "Indian country" has a natural and an artificial meaning; that is to say, it may mean the country occupied by an Indian nation, to which the title has not been extinguished, or it may mean a region defined by act of Congress, for convenience and precision in applying certain rules of Indian intercourse. The former is the primary use of the term.

Chief-Justice Marshall, delivering the opinion of the Supreme Court of the United States, in *Worcester vs. The State of Georgia*, (January term, 1832,) uses the following language :

From the commencement of our Government, Congress has passed acts to regulate trade and intercourse with the Indians, which treat them as nations, respect their rights, and manifest a firm purpose to afford that protection which treaties stipulate. All these acts, and especially that of 1802, which is still in force, manifestly consider the several Indian nations as distinct political communities, having territorial boundaries within which their authority is exclusive, and having a right to all the lands within those boundaries, which is not only acknowledged but guaranteed by the United States.

The territories of the several Indian nations were often contemplated as one territory, completely separated from that of the States or Colonies. A proclamation of the King of England, soon after the peace of 1763, contained the following passage :

We do further declare it to be our royal will and pleasure, for the present, as aforesaid, to reserve, under our sovereignty, protection, and dominion, for the use of the said Indians, all the lands and territories lying to the westward of the sources of the rivers which fall into the sea from the west and northwest, as aforesaid; and we do hereby strictly forbid, on pain of our displeasure, all our loving subjects from making any purchases or settlements whatever, or taking possession of any of the lands above reserved, without our special leave and license for that purpose first ascertained.

The Indian-intercourse act of 1802 directed that the boundary-line therein described, established by treaty between the United States and various Indian tribes, be clearly ascertained and distinctly marked, subject to variation by any future treaty. It may be remarked, by the way, that this act did not in terms prohibit carrying liquor across the general boundary, but provided—

That the President of the United States be authorized to take such measures, from time to time as to him may appear expedient, to prevent or restrain the vending or distribution of spirituous liquors among all or any of the said Indian tribes.

The Indian-intercourse act of 1834 defined the Indian country, this side of the Mississippi, as "that part of the United States east of the

Mississippi River, and not within any State, to which the Indian title has not been extinguished," the intention being that the limits of this section of the Indian country should be subject to variation by future treaty, extinguishing Indian title. But the trans-Mississippi section of the Indian country was laid down absolutely as "all that part of the United States west of the Mississippi, and not within the States of Missouri and Louisiana or Territory of Arkansas," the intention being that the limits of this section were to be varied by future legislative definition as circumstances might require. There has, however, been no subsequent general definition of the Indian country west of the Mississippi River by act of Congress, although the changing circumstances of that region soon made the old description practically obsolete. The wearing of immigrant trails across the country, the settlement of Oregon, the determination of the British boundary, and the acquisition of extensive possessions from Mexico, together with the course of legislation opening up a great portion of the trans-Mississippi country to settlement, and establishing territorial governments there, undoubtedly had the effect to restrict the practical and rightful application of the Indian-intercourse act within the region broadly laid down in 1834 as Indian country, for the purposes of the act.

It was further contended, in the interest of the settlers west of the Rocky Mountains, that the act did not run beyond those mountains, because it was not believed to apply to after-acquired territory, and because even Oregon was not then in the exclusive and undisputed possession of the United States. It does not appear, however, that there was any intention of excluding Oregon from the Indian country. In the twenty-fourth section, the southern part of the trans-Mississippi Indian country was annexed for legal purposes to the Territory of Arkansas and the northern part to the judicial district of Missouri. The southern part was described as extending west to the Mexican possessions, but no limit was set to the northern part. Naturally, the Indian-intercourse acts operated chiefly among the neighboring tribes. The important point at every stage of this legislation was to define the boundary between the Indian country and that of the States; and this, as has been seen, shifted westward with the progress of settlement. The western limit of the Indian country was left indefinite, and, in the opinion of Mr. Seward, may properly be regarded as corresponding with the western limit of the territory of the United States, "widening as our dominion widens."

September 28, 1850, the President was authorized to appoint three Indian agents for California, such agents to perform the duties now prescribed by law to Indian agents. By acts of June 5, 1850, (9 Stats., 437,) and February 27, 1851, (9 Stats., 587,) the Indian-intercourse act, or such provisions of the same as might be applicable, were extended over the Indian tribes in the Territories of Oregon, New Mexico, and Utah. In an able opinion of Attorney-General Cushing, (7 Op., 293,) the above-mentioned enactment relating to Oregon was pronounced a declaratory enactment, declaring what would have been the law without it. As to the objection that Oregon was not a part of the Indian country as described by the act of 1834, he asks: Is not Oregon a "part of the United States west of the Mississippi?" "Moreover," he adds, "it seems to be mistakenly supposed that 'the Indian country' in the acts of Congress is inclusive or exclusive of certain political boundaries of organization. Not so. It applies in general to such portions of the acquired territory of the United States as are in the actual occupation of Indian tribes, and wherein their title of occupancy has not been extinguished either

by cession to the United States or to individuals with sanction of the United States."

In this passage the Attorney-General uses the term Indian country in what has been mentioned above as its natural and primary meaning. To all Indian country, in this sense of the word, within the limits of the artificial and more sweeping description in the act of 1834, the laws of the United States regulating intercourse with the Indian tribes are believed to remain applicable, after that artificial description becomes obsolete. It may be observed, that the declaratory acts concerning Oregon, Utah, and New Mexico do not attempt to define a new boundary for the Indian country, but simply say that the law is extended "over the Indian tribes" in those Territories.

The declaratory enactment of March 3, 1873, concerning the territory ceded by Russia, differs from the above-mentioned enactments in that it embraces but two sections of the Indian-intercourse act, and the law is not said to be extended over the Indian tribes in the ceded territory, but over the ceded territory. This latter phraseology, however, is not believed to be entirely conclusive. The law may be extended over the ceded territory to apply to any and all Indian country within that territory; and if the sweeping description in the act from which the two sections are taken has become practically obsolete everywhere else, this extension of the two sections may well be supposed to extend only the existing application of them. On the other hand, it may be said that the circumstances do not yet exist in Alaska, and may not exist for a long time, which have operated to make that artificial but convenient description obsolete elsewhere, and in the absence of those modifying circumstances the entire territory may be regarded, for the present, at least, as Indian country. At any rate, the Attorney-General is of opinion that, for the purposes of the two sections, Alaska is Indian country.

But if, as laid down by Mr. Seward, upon the addition of the United States of new territory, the laws regulating intercourse with the Indian tribes attach to and take effect within such territory, *ipso facto*, and without any fresh act of legislation expressly giving such extension to the pre-existing laws, it may be asked, what is the advantage of the act of 1873? To this it may be replied that the two sections thereby extended have for their sanction certain pains, penalties, and forfeitures, which cannot be inflicted without due process of law, and the effect of the act is to confer jurisdiction upon certain courts for that purpose. Provisions to extend the general laws of the United States over newly-acquired territory are generally introductory to provisions for the creation of the requisite administrative and judicial machinery to put those laws into operation. Inasmuch as that machinery has not yet been fully supplied for the enforcement of any part of the Indian-intercourse act in Alaska, excepting the twentieth and twenty-first sections, it is believed that the activity of the military commander in executing the duties of Indian agent should be directed to the channel marked out by Congress.

In conclusion, it is respectfully submitted that the legal points involved in the question of the jurisdiction of the War Department over the Territory of Alaska, as far as they appear in the accompanying papers, are, first, the right of the military authorities to impose restrictions upon the disposal of fire-arms and ammunition lawfully imported into the ceded territory; secondly, the right of the War Department to give permits for the introduction of spirituous liquor and wine, other than necessary military supplies; thirdly, the right of the commanding

officer at Sitka to exercise the functions of Indian agent; and, fourthly, his right in that capacity to treat Alaska as Indian country, and enforce the Indian-intercourse act.

With regard to the first point, it is respectfully suggested that it would be more regular if the restrictions in question were imposed by direct order of the President. The second and third points are practically settled by the favorable opinions of the Attorney-General. The fourth point is likewise settled, as far as relates to the introduction of spirituous liquor or wine. The right of the military commander, in executing the duties of Indian agent, to enforce all the provisions of the existing twentieth and twenty-first sections of the Indian-intercourse act is also clear. Beyond that, as the law stands, it is not believed to be his duty to proceed in imposing restrictions upon trade.

Respectfully submitted.

ROBBINS LITTLE,
Clerk, War Department.

NOTE.—The acts of Congress, Opinions of the Attorney-General, and General Orders from the War Department, cited in the foregoing brief, relative to the jurisdiction of the War Department over the introduction of liquor into Alaska, are published in the annexed congressional document. (Senate Executive Document No. 24, second session Forty-third Congress.)

[Senate Executive Document No. 24, Forty-third Congress, second session.]

Letter from the Secretary of War, accompanying a copy of a letter of the commanding general, Department of the Columbia, and a copy of the decision of the judge of the district court for the district of Oregon, in the case of John A. Carr.

FEBRUARY 6, 1875.—Referred to the Committee on the Judiciary and ordered to be printed.

WAR DEPARTMENT, *February 4, 1875.*

The Secretary of War has the honor to transmit to the United States Senate, for the information of the Committee on the Judiciary, for consideration in connection with letter of the 13th ultimo upon the same subject, (see Senate Executive Document 15, 43d Congress, 2d session,) copy of letter of the commanding general, Department of the Columbia, and copy of the decision of the judge of the district court for the district of Oregon, in the case of John A. Carr.

Mr. Carr was arrested by the military authorities upon the charge of introducing spirituous liquors into Alaska without authority of the War Department, and, in obedience to a writ of *habeas corpus*, he was produced before the United States district court for the district of Oregon, and discharged for the reason stated in the inclosed opinion.

Copies of General Orders Nos. 40 and 57, series of 1874, from this Department, publishing the opinions of the Attorney-General as to what is Indian country, and as to the jurisdiction of this Department over the introduction of spirituous liquors or wine into that country, are herewith inclosed.

Special attention is invited to this matter, and the passage of a law is earnestly recommended which will clearly define the duties of the Department in cases arising out of violation of the Indian-intercourse

laws, and that in cases like the present the Department be authorized to transfer prisoners to the custody of a United States marshal, to be stationed in Alaska, or that sufficient time be allowed in which to deliver prisoners arrested in Alaska into the custody of the United States marshal of the district of Oregon.

WM. W. BELKNAP,
Secretary of War.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oreg., January 8, 1875.

SIR: I have respectfully to inclose copy of a decision, cut from the Oregonian of this date, of Hon. M. P. Deady, judge United States district court for the district of Oregon, which is of great interest to us in connection with the administration of affairs in the distant Territory of Alaska.

I recommend speedy legislation with regard to that Territory, that either it may be *without question* under military authority, or, far better, that it may be organized under a civil government.

If there are too few inhabitants for a territorial government, it could be placed, as a county, provisionally under the authority of Washington Territory.

I am, sir, very respectfully, your obedient servant,

O. O. HOWARD,
Brigadier-General Commanding.

The ADJUTANT-GENERAL OF THE ARMY,
Washington, D. C.
(Through division headquarters.)

Decision on habeas corpus in the United States district court.

United States district court, district of Oregon, Thursday, January 7, 1875.— In re John A. Carr, on *habeas corpus*.

At the court yesterday morning, Judge Deady announced his opinion upon the demurrer to the return in this case. The opinion was oral, and substantially as follows:

Two questions are made in support of the demurrer to the return: first, that section 23 of the Indian-intercourse act of 1834 has not been extended to Alaska, and therefore the military force cannot be employed in the apprehension of persons who may be found introducing spirituous liquors into Alaska; and, secondly, that although the military force might have been employed in arresting the petitioner upon such charge, yet he could only be held in such custody five days before removal to the civil authority authorized to proceed against him according to law.

It appears from the petition and return that the petitioner, being the collector of customs at Fort Wrangel, in Alaska, was arrested, by Lieutenant Dyer, of the Army, in the latter part of September, 1874, upon the charge of violating section 20 of the Indian-intercourse act, by introducing spirituous liquors into the country in the month of July, without the consent of the War Department; and that the petitioner was kept in custody by direction of Capt. J. B. Campbell, commanding the district of Alaska, until the service of the writ herein on December 19, when he was sent, in custody of Captain Joselyn, to this place, in obedience to the writ.

Section 1 of the Alaska act of July 27, 1868, (15 Stat., 240,) having been amended by the act of March 3, 1873, (17 Stat., 530,) so as to extend over the Territory of Alaska sections 20 and 21 of the intercourse act of 1834, said Territory, so far as the introduction and disposition of spirituous liquors is concerned, became what is known as "Indian country," and the military force of the United States may be employed by the President for the arrest of persons found therein violating either of said sections. To accomplish this result, it was not necessary for Congress to extend section 23 of the intercourse act by name over Alaska. By force of its own terms that section applies to any territory of the United States declared by Congress, either in terms or effect, to be "Indian country;" that is, a country in which the intercourse between the

whites and Indians is regulated and restrained by special acts of Congress. So soon, then, as Alaska was made "Indian country," so far as the introduction and use of spirituous liquors is concerned, section 23 of the act, which authorizes the employment of military force, became applicable to it and in force therein.

The President, by means of the proper officers, has authorized the employment of the military to make arrests in Alaska for the violation of said sections 20 and 21. If, then, there was sufficient cause to arrest the petitioner for said offense, Lieutenant Dyer was authorized to make it. Of course, in so doing, he was merely acting as a police-officer, as a marshal or constable, for the purpose of enforcing an act of Congress, and was not authorized to make the arrest unless it appeared upon oath or affirmation that there was probable cause, as provided in the fourth amendment to the Constitution of the United States. It is a mistake to suppose that the Territory of Alaska is under military rule any more than any other part of the country, except as to the introduction of spirituous liquors, and the making of arrests for violations of sections 20 and 21 aforesaid, in which case they really act as civil officers and in subordination to the civil law.

As to the second point the demurrer is well taken. The petitioner having been detained over five days—indeed, near ninety—before any attempt was made to remove him for trial by the civil authorities, his detention, therefore, became unlawful and unauthorized. The statute is peremptory upon the subject, and with good reason: "*Provided, That no person apprehended by military force as aforesaid shall be detained longer than five days after the arrest and before the removal.*" If the removal cannot be commenced in that time, the prisoner must be discharged. It was supposed by Congress, as this proviso manifests, that these arrests would often be made at remote and out-of-the-way places, where the prisoner would be comparatively helpless, without access to counsel or friend, and if the officer whose custody he was in was to be the judge of when he would or conveniently could remove him to the civil authorities for trial, it might sometimes happen that the detention would be continued captiously or maliciously and the imprisonment become grossly oppressive. In *Barclay vs. Goodale*, this court, after able argument and full consideration of the premises, held that the defendant, who had arrested the plaintiff under section 23, and detained him more than five days before removal, because he had not sufficient means wherewith to do otherwise, was liable for false imprisonment.

The petitioner is entitled to be discharged. I have also considered whether, upon the facts stated in the return, I ought now to commit the petitioner upon a charge of introducing spirituous liquors into Alaska contrary to section 20 aforesaid. It is not alleged directly in the return that the petitioner was guilty of this offense, but only that he "was arrested for it." The evidence upon which the arrest was made is not stated in or attached to the return. I do not think the statement in the return is sufficient evidence or information to authorize a commitment by me.

The respondent then had leave to amend the return, and annex thereto, among other things, the affidavit of W. P. Wilson, taken before Lieutenant Dyer on September 24, 1874, stating that in July he paid John A. Carr \$100 for the privilege of taking a lot of liquors out of the bonded warehouse at Fort Wrangel, to be taken to his own house in Wrangel, while at the same time said Carr made out a clearance of the goods to Glenora Landing, B. C.

Objection was made that this affidavit was not made before an officer authorized to administer oaths.

The court held that the affidavit was duly taken in pursuance of paragraph 1031 of the Army Regulations of 1861, and upon it committed the petitioner to answer the charge, and fixed his bail at \$2,500.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, February 1, 1875.

Official copy:

E. D. TOWNSEND.
Adjutant-General.

[General Orders No. 40.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, May 16, 1874.

The act of Congress of March 3, 1873, having extended the laws of the United States relating to customs, commerce, navigation and trade, and intercourse with Indian tribes, &c., over the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia, by treaty concluded at Washington on the 20th day of March, A. D. 1867, the introduction into the Territory of Alaska of spirituous liquors and wines, "except such supplies as shall be necessary for the officers of the United States and troops of the service, under the direction of the War Department," is pro-

hibited. Such supplies will be introduced into the Territory only upon special permits to be given from headquarters Military Division of the Pacific, or from the headquarters of the Department of the Columbia.

Spirituous liquors or wines for ports or places which can be reached only by passing through the Territory of Alaska, shipped upon vessels intending to touch at or trade with places in, or passing through the waters of, Alaska, may be landed at any port in that Territory for transshipment only, under the regulations of the Treasury Department.

The commanding officer at Sitka, Alaska, will proceed against all persons violating sections 20 and 21 of the act of Congress approved June 30, 1834, by introducing any spirituuous liquors or wines into the Territory of Alaska, as therein directed.

The following acts of Congress and opinions of the Attorney-General upon this subject are published for the information of all concerned :

Act approved March 3, 1873.

AN ACT making appropriations for sundry civil expenses of the Government for the fiscal year ending June thirtieth, eighteen hundred and seventy-four, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

That section one of an act entitled "An act to extend the laws of the United States relating to customs, commerce, and navigation over the territory ceded to the United States by Russia, to establish a collection-district therein, and for other purposes," approved July twenty-seventh, eighteen hundred and sixty-eight, be so amended as to read as follows: "That the laws of the United States relating to customs, commerce, and navigation, and sections twenty and twenty-one of 'An act to regulate trade and intercourse with Indian tribes and to preserve peace on the frontiers,' approved June thirtieth, eighteen hundred and thirty-four, be, and the same are hereby, extended to and over all the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia by treaty concluded at Washington on the twentieth day of March, anno Domini eighteen hundred and sixty-seven, so far as the same may be applicable thereto."

Act of June 30, 1834.

SEC. 20. *And be it further enacted,* That if any person shall sell, exchange, or give, barter, or dispose of any spirituuous liquor or wine to an Indian, (in the Indian country,) such person shall forfeit and pay the sum of five hundred dollars; and if any person shall introduce, or attempt to introduce, any spirituuous liquor or wine into the Indian country except such supplies as shall be necessary for the officers of the United States and troops of the service, under the direction of the War Department, such person shall forfeit and pay a sum not exceeding three hundred dollars; and if any superintendent of Indian affairs, Indian agent, or subagent, or commanding officer of a military post, has reason to suspect, or is informed, that any white person or Indian is about to introduce, or has introduced, any spirituuous liquor or wine into the Indian country in violation of the provisions of this section, it shall be lawful for such superintendent, Indian agent, or subagent, or military officer, agreeably to such regulations as may be established by the President of the United States, to cause the boats, stores, packages, and places of deposit of such person to be searched, and if any such spirituuous liquor or wine is found, the goods, boats, packages, and peltries of such persons shall be seized and delivered to the proper officer, and shall be proceeded against by libel in the proper court and forfeited, one half to the use of the informer and the other half to the use of the United States; and if such person is a trader, his license shall be revoked and his bond put in suit. And it shall, moreover, be lawful for any person in the service of the United States, or for any Indian, to take and destroy any ardent spirits or wine found in the Indian country, except military supplies as mentioned in this section.

SEC. 21. *And be it further enacted,* That if any person whatever shall, within the limits of the Indian country, set up or continue any distillery for manufacturing ardent spirits, he shall forfeit and pay a penalty of one thousand dollars; and it shall be the duty of the superintendent of Indian affairs, Indian agent or subagent, within the limits of whose agency the same shall be set up or continued, forthwith to destroy and break up the same; and it shall be lawful to employ the military force of the United States in executing that duty.

Act of July 27, 1868.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the laws of the United States relating to customs, commerce, and navigation be, and the same are hereby, extended to and over all the mainland, islands, and waters of the territory ceded to the United States by the Emperor of Russia by treaty concluded at Washington on the thirtieth day of March, anno Domini eighteen hundred and sixty-seven, so far as the same may be applicable thereto.

Opinions of the Attorney-General.

DEPARTMENT OF JUSTICE,
August 12, 1873.

SIR: In June last I received a communication from the chief clerk of the War Department, dated the 16th of that month, which purports to have been sent to me during your absence, but by your direction, inclosing a number of papers relating to questions that have arisen in connection with the administration of the Indian-intercourse laws. Referring to the terms "Indian country," used in those laws, it is observed in the above-mentioned communication that the question is constantly recurring: What is Indian country? And I understand it to be one of the objects of the communication to elicit from this Department an answer to that question. The communication, besides, contains a request for an opinion as to whether the War Department has exclusive authority to permit the introduction of spirituous liquors into the Indian country. With regard to the subject just adverted to, it appears that by the twentieth section of the act of June 30, 1834, (4 Stat., 732,) a penalty was imposed upon any person who should "sell, exchange, or give, barter, or dispose of any spirituous liquor or wine to an Indian, in the Indian country," or who should "introduce, or attempt to introduce, any spirituous liquor or wine into the Indian country, except such supplies as shall be necessary for the officers of the United States and troops of the service, under the direction of the War Department." The effect of this enactment was not only to prohibit the sale or disposal of those articles to the Indians in the Indian country, but also to wholly prohibit their introduction into that country, excepting where they were taken there as military supplies under the direction of the War Department.

By the second section of the act of March 3, 1847, (9 Stat., 203,) amendatory of the twentieth section of the act of 1834, imprisonment was added to the fines imposed by the latter section. Thus stood the law on this subject until the passage of the act of February 13, 1862, (12 Stat., 339,) which amended the twentieth section of the act of 1834 so as to read as follows:

"That if any person shall sell, exchange, give, barter, or dispose of any spirituous liquor or wine to any Indian under the charge of any Indian superintendent or Indian agent appointed by the United States, or shall introduce or attempt to introduce any spirituous liquor or wine into the Indian country, such person, on conviction thereof before the proper district court of the United States, shall be imprisoned for a period not exceeding two years, and shall be fined not more than three hundred dollars: *Provided, however,* That it shall be a sufficient defense to any charge of introducing or attempting to introduce liquor into the Indian country, if it be proved to be done by order of the War Department, or of any officer duly authorized thereto by the War Department," &c. The remainder of the provision is unimportant to the matter in hand.

This amendment was afterward re-enacted by the act of March 15, 1864, (13 Stat., 29,) which gave to the circuit court, also, cognizance of cases arising thereunder, but made no other material alteration therein; and, as thus re-enacted, it appears to be the only law now in force which is applicable to the subject under consideration. This law, in effect, declares that any person who introduces or attempts to introduce spirituous liquor into the Indian country is punishable by fine and imprisonment, except it "be done by order of the War Department, or any officer duly authorized thereunto by the War Department." By fair implication, the introduction of spirituous liquor into the Indian country is prohibited wherever it is not done by authority of the War Department; and hence the authority of that Department touching the introduction of liquor into the Indian country would seem to be exclusive. The question, What is Indian country within the meaning of the Indian-intercourse laws, is one of less easy solution. By the act of March 30, 1802, (2 Stat., 139,) a boundary-line between the territory then allotted or secured by treaty to the Indians (which is therein designated as "Indian country") and the other territory of the United States was definitely established by metes and bounds, with a proviso, however, that the same might thereafter be varied by treaties with the Indians. From the multiplicity of these treaties, it, in the course of time, became difficult to ascertain precisely what were the limits of the Indian country.

To remedy this inconvenience and render those limits more obvious and certain, the act of June 30, 1834, (4 Stat., 729,) in its first section provided "that all that part of

the United States west of the Mississippi, and not within the States of Missouri and Louisiana or the Territory of Arkansas, and also that part of the United States east of the Mississippi River, and not within any State, to which the Indian title has not been extinguished, for the purposes of this act be taken and deemed to be the Indian country."

The understanding of the framers of the law of 1834 was that the Indian country, as thereby defined, would embrace: 1st, the whole of the territory of the United States west of the Mississippi, not within the States of Missouri and Louisiana or the Territory of Arkansas; 2d, that part of the territory of the United States east of the Mississippi not within any State to which the Indian title remains unextinguished. (See report of committee, House of Representatives, No. 474, first session Twenty-third Congress, pages 1 and 10.) In the report just cited it is remarked with reference to the Indian country as defined in the first section of that act: "On the west side of the Mississippi its limits can only be changed by legislative act. On the east side of that river it will continue to embrace only those sections of country not within any State to which the Indian title shall not be extinguished. The effect of the extinguishment of the Indian title to any portion of it (*i. e.*, of the country east of the Mississippi) will be the exclusion of such portion from the Indian country." Subsequently the question arose as to whether the Territory of Oregon was within the limits of the Indian country west of the Mississippi, as described in the act of 1834; and Congress, apparently assuming that it was not, provided, by the fifth section of June 5, 1850, (9 Stat., 437,) as follows:

"That the law regulating trade and intercourse with the Indian tribes east of the Rocky Mountains, or such provisions of the same as may be applicable, be extended over the Indian tribes in the Territory of Oregon." By the seventh section of the act of February 27, 1851, (9 Stat., 587,) it was also provided: "That all the laws now in force regulating trade and intercourse with the Indian tribes, or such provisions of the same as may be applicable, shall be, and the same are hereby, extended over the Indian tribes in the Territories of New Mexico and Utah." And recently, by the act of March 3, 1873, chapter 227, sections 20 and 21 of the act of 1834 were "extended to and over all the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia, by treaty concluded at Washington on the 30th day of March, A. D. 1867, so far as the same may be applicable thereto." From this legislation it would seem that, in the view of Congress, the Indian country *west* of the Mississippi, as defined in the act of 1834, was originally limited to the territory then belonging to the United States situated between that river and the Rocky Mountains, and not within the States of Missouri and Louisiana or the Territory of Arkansas. Respecting that part of the Indian country, it was the understanding of the framers of the act of 1834 that the limits thereof could only be changed by legislative enactment. I am not aware of the existence of any statute that in direct terms changes those limits. But the course of legislation since the date of that act, in opening up a great portion of that region to settlement, in establishing territorial governments there, and in the admission of new States formed therein, has doubtless had the effect to alter the limits referred to, or at least to very much restrict the applicability of the Indian-intercourse laws within the district of country thereby described.

It will be observed that the acts of 1850 and 1851, cited above, do not declare the whole of the Territories of Oregon, New Mexico, and Utah to be Indian country, but extend the intercourse-laws, or such provisions of the same as may be applicable, over the Indian tribes in those Territories respectively.

I think it unquestionable, both as regards the region west of the Mississippi originally included within the limits of the Indian country by the act of 1834, and as regards the region formerly included within the Territories just mentioned, that all Indian reservations occupied by Indian tribes, and also all other districts so occupied to which the Indian title has not been extinguished, are Indian country within the meaning of the intercourse-laws, and remain (to a greater or less extent, according as they lie within a State or a Territory) subject to the provisions thereof. Whether a district to which the Indian title has been extinguished or which is open to pre-emption, homestead, or other settlement under the laws of Congress, situated in one of the Territories established within the same boundaries, may also, under any circumstances, be deemed Indian country, and subject to the intercourse-laws, I express no opinion in view of the fact that a case is pending before the Supreme Court of the United States in which the question is involved.

I shall endeavor to procure an early hearing of the case referred to, at the ensuing term, and will advise you of the decision of the court as soon as it is ascertained.

I return herewith the papers received.

Very respectfully, your obedient servant,

GEO. H. WILLIAMS,
Attorney-General.

Hon. W. W. BELKNAP,
Secretary of War.

DEPARTMENT OF JUSTICE,
Washington, November 13, 1873.

SIR: I have the honor to acknowledge the receipt of your letter of the 10th instant submitting, for my official opinion, the questions as to whether or not the Territory of Alaska is embraced within the term "Indian country," and also whether or not your Department has authority to exercise control over the introduction of spirituous liquors into that Territory.

Section 4 of the act of July 27, 1868, (15 Stats., 241,) provides "That the President shall have power to restrict and regulate or to prohibit the importation and use of fire-arms, ammunition, and distilled spirits into and within the said Territory." Pursuant to the power thus conferred, the President made several proclamations regulating the introduction and use of distilled spirits in Alaska.

The last paragraph of the act of March 3, 1873, (17 Stats., 530,) provides "that the laws of the United States relating to customs, commerce, and navigation, and sections twenty and twenty-one of 'An act to regulate trade and intercourse with Indian tribes, and to preserve peace on the frontiers,' approved June thirtieth, eighteen hundred and thirty-four, be, and the same are hereby, extended to and over all the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia by treaty concluded at Washington on the thirtieth day of March, anno Domini eighteen hundred and sixty-seven, so far as the same may be applicable thereto."

Section 20 of said act of 1834, as amended by the act of the 13th of February, 1862, (12 Stats., 339,) is as follows:

"SEC. 20. *And be it further enacted*, That if any person shall sell, exchange, give, barter, or dispose of any spirituous liquor or wine to any Indian under the charge of any Indian superintendent or Indian agent appointed by the United States, or shall introduce or attempt to introduce any spirituous liquor or wine into the Indian country, such person, on conviction thereof before the proper district court of the United States, shall be imprisoned for a period not exceeding two years, and shall be fined not more than three hundred dollars: *Provided, however*, That it shall be a sufficient defense to any charge of introducing or attempting to introduce liquor into the Indian country if it be proved to be done by order of the War Department, or of any officer duly authorized thereto by the War Department. And if any superintendent of Indian affairs, Indian agent or subagent, or commanding officer of a military post, has reason to suspect or is informed that any white person or Indian is about to introduce or has introduced any spirituous liquor or wine into the Indian country in violation of the provisions of this section, it shall be lawful for such superintendent, agent, subagent, or commanding officer, to cause the boats, stores, packages, wagons, sleds, and places of deposit of such person to be searched; and if any such liquor is found therein, the same, together with the boats, teams, wagons, and sleds used in conveying the same, and also the goods, packages, and peltries of such person, shall be seized and delivered to the proper officer, and shall be proceeded against by libel in the proper court, and forfeited, one-half to the informer and the other half to the use of the United States; and if such person be a trader, his license shall be revoked and his bond put in suit. And it shall, moreover, be lawful for any person in the service of the United States, or for any Indian, to take and destroy any ardent spirits or wine found in the Indian country, except such as may be introduced therein by the War Department. And in all cases arising under this act Indians shall be competent witnesses."

In so far as this section conflicts with preceding acts of Congress they are repealed. According to the said act of 1868, the President was invested with unlimited discretion over the introduction and use of spirituous liquors in the Territory of Alaska; but Congress, in 1873, adopting the above-cited section 20 of the act of 1834, absolutely prohibits the introduction of spirituous liquors or wine into said Territory, unless authorized by the War Department.

My opinion, therefore, is that, as to this matter, Alaska is to be regarded as "Indian country," and that no spirituous liquors or wines can be introduced into the Territory without an order by the War Department for that purpose.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. W. W. BELKNAP,
Secretary of War.

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

[General Orders No. 57.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, June 15, 1874.

In accordance with the following opinion of the Attorney-General, paragraph 1 of General Orders No. 40, May 16, 1874, from this Office, is hereby amended to read as follows:

The act of Congress of March 3, 1873, having extended the laws of the United States relating to customs, commerce, navigation, and trade, and intercourse with Indian tribes, &c., over the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia, by treaty concluded at Washington on the 30th day of March, A. D. 1867, the introduction into the Territory of Alaska of spirituous liquors and wines is prohibited, except it be done "by order of the War Department, or of any officer authorized thereto by the War Department." Such articles will be introduced into the Territory only upon special permits to be given from headquarters Military Division of the Pacific, or from the headquarters of the Department of the Columbia.

Opinion.

DEPARTMENT OF JUSTICE,
Washington, June 3, 1874.

SIR: I have the honor to acknowledge the receipt of your letter of the 30th ultimo, in which you submit for my official opinion the following question:

"Has this Department authority to permit the introduction of spirituous liquors or wines into the Territory of Alaska, when the liquors and wines are not for the use of officers of the United States or troops of the service?"

Section 20 of the act of June 30, 1834, (4 Stats., 732,) imposes a penalty upon any person who should sell, exchange, or give, barter, or dispose of, any spirituous liquor or wine to an Indian, (in the Indian country,) or who should introduce, or attempt to introduce, any spirituous liquor or wine into the Indian country, except such supplies as shall be necessary for the officers of the United States and troops of the service, under the direction of the War Department.

By the act of February 13, 1862, (12 Stats., 339,) this section was amended so as to read as follows: "That if any person shall sell, exchange, give, barter, or dispose of any spirituous liquor or wine to any Indian under the charge of any Indian superintendent or Indian agent appointed by the United States, or shall introduce or attempt to introduce, any spirituous liquor or wine into the Indian country, such person, on conviction thereof before the proper district court of the United States, shall be imprisoned for a period not exceeding two years, and shall be fined not more than three hundred dollars: *Provided, however,* That it shall be a sufficient defense to any charge of introducing or attempting to introduce liquor into the Indian country if it be proved to be done by order of the War Department or of any officer duly authorized thereto by the War Department," &c.

This act, though in the nature of an amendment, is a substitute for the whole of section 20 of the act of 1834, and nothing of said section not contained in said act is left in force. The only way to read said section is as provided in said act. According to said section 20, as it originally stood, no liquor or wine could be lawfully introduced into the Indian country, "except such supplies as shall be necessary for the officers of the United States and troops of the service, under the direction of the War Department;" but in the act of 1862 this phraseology is changed, and it is provided "that it shall be a sufficient defense to any charge of introducing or attempting to introduce liquor into the Indian country if it be proved to be done by order of the War Department or of any officer authorized thereto by the War Department." I think the object and effect of this change were to invest the War Department with a jurisdiction over the introduction of spirituous liquors or wine into the Indian country, to be exercised at its discretion. The said act of February 13, 1862, was re-enacted, with some not material alterations, by the act of March 15, 1864, (13 Stats., 29,) and by the act of March 3, 1873, (17 Stats., 530,) was made applicable to the Territory of Alaska.

I therefore return an affirmative answer to your question.

Very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. W. W. BELKNAP,
Secretary of War.

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

See also Senate Ex. Doc. No. 27, second session Forty-third Congress.

Additional correspondence relative to introduction of liquor.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oreg., December 22, 1875.

SIR: I learn from the telegraphic report of the proceedings of Congress that Senator Sargent, of California, has introduced a bill to repeal that portion of the act making appropriations for sundry civil expenses of the Government for the fiscal year ending June 30, 1874, and for other purposes, approved March 3, 1873, which refers to the Territory of Alaska.

This portion of said act amends the act extending the laws relating to customs, commerce, and navigation over the Territory of Alaska, approved July 27, 1868, so as to read, "That the laws of the United States relating to customs, commerce, and navigation, and sections 20 and 21 of an act to regulate trade and intercourse with Indian tribes, and to preserve peace on the frontiers, approved June 30, 1834, be, and the same are hereby, extended to and over the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia," &c.

The late General Canby initiated the action which ultimately secured the passage of this law, (see his letter dated December 13, 1872,) and with the object to enable the United States district court for Oregon to accept jurisdiction (prior to that date declined) of offenses in Alaska under sections 20 and 21 of the act of 1834.

With the existing legislation, according to the views entertained by the judge of the United States district court for Oregon, the effect of the repeal proposed will be to leave Alaska without any judicial jurisdiction whatever.

While I am clearly of opinion the Indian trade and intercourse laws are in force in Alaska, as there seems to be doubt in the premises, I ask that the attention of the Secretary of War may be called to the matter, with a view to a non-repeal of the act of March 3, 1873.

I am, sir, very respectfully, your obedient servant,

O. O. HOWARD,
Brigadier-General, Commanding.

The ADJUTANT GENERAL UNITED STATES ARMY,
Washington, D. C.

[Indorsement.]

WAR DEPARTMENT,
 ADJUTANT-GENERAL'S OFFICE,
January 8, 1876.

Respectfully submitted to the Secretary of War with General Canby's communication of December 13, 1872, referred to by General Howard.

E. D. TOWNSEND,
Adjutant-General.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oreg., December 13, 1872.

SIR: I have the honor to transmit, for the information of the major-general commanding the division, a copy of a decision of the United States district court for Oregon, which is of interest in connection with our relations with the Indians of Alaska. This decision covers

both the trade and intercourse law of 1834 and the amendatory law of 1864.

The opinion of the Attorney-General, (vol. vii. page 293,) and the communication from the Secretary of State to the Secretary of War, dated January 30, 1869, have heretofore been regarded as authority upon the points now decided by the court, and the law of July 20, 1868, extending the laws relating to customs, commerce, and navigation over Alaska, has not been understood as limiting or superseding existing laws regulating intercourse with Indians.

The Executive orders, and the regulations of the Treasury and War Departments, indicate that the object of the law was to impose additional restrictions, and not to exempt from punishment those who have introduced or sold liquors in violation or evasion of law.

Under this decision, however, the court being without jurisdiction of offenses under the laws of 1834 and 1868, officers who arrest offenders and seize their property or destroy their liquors are trespassers and may be liable to prosecution in the civil courts.

I have the honor, therefore, to request that this question may be brought to the notice of the Secretary of War, and that Congress may be asked to remove any doubts by appropriate legislation.

Very respectfully, your obedient servant,

ED. R. S. CANBY,

Brigadier-General, Commanding.

The ASSISTANT ADJUTANT-GENERAL,

Military Division of the Pacific, San Francisco, Cal.

[Extract from Daily Oregonian of December 12, 1872.]

Decision in the United States district court by Judge Deady.

THE UNITED STATES	}	Indictment for introducing spirituous liquors into the Indian country. No. 274.
<i>vs.</i>		
TERNETA SAVALOFF.		

SAME	}	Indictment for distilling spirituous liquors without having paid a tax. No. 275.
<i>vs.</i>		
SAME.		

SAME	}	Indictment for disposing of liquor to an Indian.
<i>vs.</i>		
SAME.		

1. "The Indian country," within the meaning of the act declaring it a crime to introduce spirituous liquors therein, is only that portion of the United States which has been declared to be such by act of Congress, and a country which is owned or inhabited by Indians, in whole or in part, is not, therefore, a part of "the Indian country."

2. The act of June 30, 1834, (4 Stat., 729,) defining the limits of "the Indian country," and regulating the trade and intercourse with the Indian tribes therein, is a local act, and was therefore not extended *proprio vigore* over the Territory of Alaska upon its cession to the United States.

3. The act of July 27, 1868, (15 Stat., 240,) extending the laws "relating to customs, commerce, and navigation" over Alaska, construed not to extend the Indian-intercourse act of 1834 (*supra*) over that Territory, although the latter is a regulation of commerce "with the Indian tribes."

4. Section 20 of the act of 1834, (*supra*,) as amended by act of March 15, 1864, (13 Stat., 29,) making the disposing of spirituous liquors to Indians a crime, is in this respect a general act, and *prima facie* applies wherever the subject-matter exists—an Indian under the charge of an agent appointed by the United States; but Alaska being acquired by the United States after the enactment of such amendment, it is doubtful whether it was extended over that Territory *proprio vigore* upon its acquisition; and the act of July 27, 1868, (*supra*,) having provided for the subject of the introduction and use of distilled spirits in Alaska by implication, Congress thereby excluded such amendments therefrom.

5. The act of July 20, 1868, (15 Stat., 125,) imposing a tax on distilled spirits, being a general act, and passed since the acquisition of Alaska, is in force there.

6. The jurisdiction of the district court for the district of Oregon over offenses committed in Alaska, is conferred by section 7 of the act of July 27, 1868, (*supra*,) and by such section confined to violations of that act and the laws "relating to customs, commerce, and navigation," and therefore it has no jurisdiction over the crime of distilling spirits therein without paying a tax therefor.

TUESDAY, December 10, 1872.

DEADY, J.:

These indictments were found, by the grand jury of this district, on November 11. The defendant was then in custody, upon a commitment issued by the United States commissioner, he having been before that time arrested in Alaska and brought to this district by "the military force of the United States," under section 23 of the Indian intercourse act of June 30, 1834, (4 Stat., 733.)

The indictment in No. 274 substantially alleges that the defendant, in the district of Oregon and within the jurisdiction of this court, on June 8, 1872, did unlawfully introduce spirituous liquors, to wit, whisky, "into the Indian country, to wit, the island of Sitka, Alaska, United States of America."

No. 275 alleges that the defendant, of Sitka, Alaska, in the United States of America, and within the jurisdiction of this court, "on June 9, 1872, and prior thereto, without having paid the tax therefor, did presume to be and was a distiller of spirituous liquor, producing one hundred barrels or less of distilled spirits annually."

No. 276 alleges, as 275, that the defendant is of Sitka, and within the jurisdiction of this court, and that he, "on June 8, 1872, at Sitka aforesaid, did dispose of spirituous liquors, to wit, whisky, to one John Doe, an Indian whose name is unknown, and who resides at the Sitka Indian agency, and was and is under the charge of one Maj. Harvey A. Allen, an Indian agent appointed by the United States, and in charge of said agency, and commanding the military post at that place."

The defendant demurs to the indictments, and assigns for cause of demurrer to each of them:

1. That it does not state facts sufficient to constitute a cause of action.
2. That this court has not jurisdiction of the action.

The demurrers were argued and submitted together, on November 29.

On the arguments, the points made in support of the demands, were:

1. The Territory of Alaska, whether inhabited or owned by Indians or not, is not in a legal sense a part of "the Indian country," because not made so by act of Congress.

2. That this court has no jurisdiction over crimes committed in the Territory of Alaska, except in pursuance of section 1 of the act of July

27, 1868, (15 Stat., 240,) and that the jurisdiction thereby conferred is limited to violations of that act and the laws of the United States relating to customs, commerce, and navigation, then and thereby extended over Alaska.

The district attorney maintained that Alaska is a part of the Indian country, because it is inhabited by Indians and because the act defining the Indian country and regulating trade and intercourse with Indians, and all other acts of Congress not locally inapplicable, were extended over the country *proprio vigore* as soon as it was acquired from Russia.

"The Indian country," within the meaning of the statute making it a crime to introduce spirituous liquor therein, is only that portion of the United States or its Territories which has been declared to be such by an act of Congress. Because a country is inhabited or owned in whole or in part by Indians, it is not, therefore, an Indian country within the purview of the trade and intercourse acts.

This is plain upon the reason of the thing, and has long since been settled by the highest authority.

The act of June 30, 1834, (4 Stat., 729,) defining "the Indian country," is as much a local act as the donation act of Oregon, or the penal code of the District of Columbia. By its terms "the Indian country" was limited to "that part of the United States west of the Mississippi, and not within the States of Missouri, or Louisiana, or the Territory of Alaska," (Arkansas?) "and also that part of the United States east of the Mississippi River and not within any State, to which the Indian title has not been extinguished.

At an early day a question arose as to whether the Territory of Oregon was, at the date of the act, 1834, "a part of the United States west of the Mississippi," and therefore within the limits of "the Indian country" as defined thereby. Congress assuming that it was not, provided by the act of June 5, 1850, (9 Stat., 437 :)

That the law regulating trade and intercourse with the Indian tribes *east of the Rocky Mountains*, or such provision of the same as may be applicable, be extended over the Indian tribes in the Territory of Oregon.

In 1853, the supreme court of the Territory of Oregon, in *United States vs. Tom*, (1 Or., 27,) held that the act of 1834 was not in force to the westward of the Rocky Mountains until specially extended over the Territory of Oregon by the act of June 5, 1850, (*supra.*) In delivering the opinion of the court Chief Justice Williams says :

Great Britain and the United States made a treaty in 1818, by which the northern boundary of the latter was extended west on the forty-ninth parallel of north latitude to the Stony Mountains; and the territory beyond this was described "as country to be held in the joint occupancy of the two powers." The Rocky Mountains was then the western boundary of the United States for legislative purposes, and so continued until 1846. The act of 1834 shows in terms that it was intended for a country over which the General Government had absolute and exclusive jurisdiction. Congress, by express enactment in 1850, extended said act to this Territory, for the reason, as must be supposed, that it was not in force before that time. The act of 1834, then, has no vitality here because Oregon is Indian country, but by virtue of the act of 1850, which gives it effect here, so far as its provisions may be applicable.

Olney, J., in the same case, speaking of the act of 1834, says :

It was a local statute, and was no more extended by the last clause of our organic act (9 Stat., 329) than were the local laws of the District of Columbia.

McFadden, J., says :

I concur in opinion that whatever vitality the act of 1834, entitled, &c., may have in this Territory is derivable from the act of Congress of June, 1850, which extends the act of 1834, or so much of it as may be applicable to the situation of affairs in the Territory of Oregon.

Contrary to this there is an "opinion" by Attorney-General Cushing (7 Opin., 295) to the effect that Oregon was a part of "the Indian country," because at the date of such opinion (1855) it was "a part of the United States west of the Mississippi." But this process of reasoning ignores the real inquiry whether Oregon was such "a part of the United States" at the passage of the act (1834) defining the Indian country, and within the real purview and intent of such act; and if it was not, being a local act, how and when did it become extended over Oregon, without and prior to the act of Congress of June 5, 1850? The opinion also asserts that "the Indian country" in the acts of Congress is not limited by any specific boundaries, but includes generally all "such portions of the acquired territory of the United States as are in the actual occupation of the Indian tribes while the Indian title thereto is unextinguished. In this conclusion, the "opinion" is in direct conflict with the decision of the Supreme Court in *American Fur Company vs. United States*, (2 Peters, 358,) where it was held, in an action to forfeit an Indian trader's goods, for taking whisky into "the Indian country" for the purpose of disposing of "the same among the Indian tribes," that a country purchased from the Indians subsequent to the act of March 30, 1802, (2 Stat., 139,) and therefore no longer within the specific limits of "the Indian country," as defined by section 1 of said act, was not such country within the meaning of the trade and intercourse act, although it was then frequented and inhabited exclusively by Indian tribes. The fact that the Indian title to the country in question had been extinguished subsequent to March 30, 1802, was only material to the decision because the act of that date, defining the boundary-line between the said Indian tribes and the United States, expressly provided that if said line should thereafter be varied by treaty, then the provisions of such act should "be construed to apply to the line so varied" as if it were the original one. Therefore, it appears that the court held that the treaty of purchase of the lands wherein the supposed offense was committed, changed the line between the tribes and the United States so as to exclude the lands so purchased from the limits of the Indian country.

But the act of 1834 (*supra*) defines the Indian country absolutely by metes and bounds, and no subsequent purchase of lands within those limits would, of itself, operate to take them out of the category of Indian country or except them from the laws regulating trade and intercourse with Indians who might be found thereon.

Nor can the act of 1834 be held to have extended itself or migrated over Alaska upon its cession by Russia to the United States; for although such act by its terms applied to a large tract of country, and it were even uncertain whether its western boundary stopped at the Rocky Mountains or extended to the Pacific Ocean, still it was purely a local law and contained no provision by which it should in future be extended in any direction, as to California or Alaska, upon the contingency of their acquisition by the United States.

Did the act of 1868 (*supra*) extend the act of 1834 (*supra*) over Alaska? By section 1 of that act, "the laws of the United States relating to customs, commerce, and navigation," were extended over that country, and this language, taken unqualifiedly, is broad enough to carry with it the laws regulating "trade and intercourse" with the Indian tribes in Alaska.

The power to regulate commerce is conferred upon the National Government by the Constitution (art. 1, sec. 8, sub. 3) in the same language and upon the same terms in the case of "foreign nations," the "several

States," and the "Indian tribes." It is under this clause that Congress exercises the power to regulate trade and intercourse with the Indian tribes as well without as within the Indian country. (*The United States vs. Cisna*, 1 McLean, 260; *The United States vs. Holliday*, 3 Wal., 416.) In the leading case of *Gibbons vs. Ogden*, (9 Wheat., 189,) Chief-Justice Marshall says: "Commerce undoubtedly is traffic, but it is something more; it is intercourse."

Unless, then, there is something in the circumstances of the case or in the act, from which it appears that Congress did not intend to use the phrase "laws relating to commerce," in an unqualified sense, it follows that the act of 1834 is in force in Alaska, as a regulation of commerce with the Indian tribes therein.

Considering that the laws regulating what is deemed commerce with the Indian tribes are generally confined to *intercourse* with them, and are mostly of a local character, and intended as a restriction upon commerce in the popular sense of the word, rather than otherwise—as a sort of police regulation to preserve the Indians from the injurious consequences of unrestricted intercourse with the white population—it does not appear probable that Congress intended to extend any laws over Alaska relating to commerce, except those relating to commerce "between foreign nations and the several States."

But in addition to this consideration it appears that the whole subject of the introduction and use of distilled spirits in relation to all the inhabitants of Alaska, whether Indians or other, is regulated by the act of 1868. Section 4 provides "that the President shall have power to restrict and regulate, or to prohibit the importation and use * * * of distilled spirits into and within the said territory," and also for the forfeiture of such spirits introduced or used contrary to such regulation, and for the punishment of the person engaged in the violation thereof.

Under these circumstances I conclude that the Territory of Alaska is not a part of "the Indian country," so declared by law, whatever it may be in fact; and therefore it is not a violation of section 20 of the act of 1834, under which the indictment in No. 274 is found, to introduce spirituous liquors therein.

As to No. 275, the sufficiency of the indictment does not turn upon the point whether Alaska is a part of "the Indian country" or not. Section 20 of the act of 1834, as amended by the acts of February 13, 1862, (12 Stat., 339,) and March 15, 1864, (13 Stat., 29,) makes the disposing of spirituous liquor to any Indian under the charge of any Indian agent, a crime, without reference to the locality in which the act was done. (*United States vs. Holliday*, *supra*, 418.)

In this respect the act is a general one, and *prima facie* applies wherever in the United States the subject-matter exists—that is, "an Indian under the charge of an Indian agent appointed by the United States."

But this feature of the act being enacted as early as 1864, before Alaska was a part of the United States, it is not clear upon authority whether it extended *proprio vigore* to Alaska upon its cession to the United States. It has been so common a habit of Congress upon the acquisition of territory to specially extend the laws of the United States over it, that an impression seems to prevail that without such action these laws would not affect territory acquired after their passage. For my own part, I can see no good reason why any general law of the United States does not become in force at once in any country acquired by it, without reference to the time of its passage.

Nevertheless, I am inclined to the opinion that if Congress had intended this or any other provision of the intercourse act to be in force in

Alaska, it would, in accordance with its common practice, have so declared in the act of July 27, 1868. This consideration, taken in connection with the provision already referred to in section 4 of such act, apparently intended to give the President power to provide by regulation for the whole subject of the introduction and use of distilled spirits in Alaska, points to the conclusion that Congress has by implication excluded the amendment of 1864, touching the disposition of spirituous liquor to Indians, from the Territory of Alaska, and left the subject to be governed by the act of 1868, (*supra*.)

I would not be understood as stating this conclusion without doubt. On the contrary, I have reached it with hesitation, and express it subject to correction. But in this case it is safer to err, if at all, by declining the jurisdiction than to accept it. If Congress should think it desirable that this or any other provision of the Indian-intercourse act should be in force in Alaska, it can so provide, beyond doubt.

The indictment in 275 is founded on section 44 of the act of July 20, 1868, (15 Stat., 142,) imposing taxes on distilled spirits, &c. The treaty of purchase was concluded March 30, 1868, and this act being a general one and passed after that date, there can be no doubt that it is in force in Alaska, as in any other part of the United States. But, notwithstanding this, it is equally clear that the demurrer is well taken. The jurisdiction of this court over offenses committed in Alaska is conferred by section 7 of the act of July 27, 1868, and by such section confined to violations of that act and of the laws "relating to customs, commerce, and navigation," thereby extended over that Territory. It is only necessary to state that the crime charged in this indictment is not a violation of either of these acts, and therefore not within the jurisdiction of this court.

The demurrers are sustained.

A. C. GIBBS, *for the plaintiff*.

H. H. NORTHRUP, *for defendant*.

[Indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,
San Francisco, Cal., December 20, 1872.

Respectfully forwarded to the Adjutant-General, inviting special attention of the Secretary of War to this subject.

J. M. SCHOFIELD,
Major-General, Commanding.

FIRE-ARMS.

(For previous correspondence on the subject of the introduction of breech-loading fire-arms into Alaska, see House Ex. Doc. No. 83, first session Forty-fourth Congress, pages 134 to 138.)

TREASURY DEPARTMENT,
Washington, D. C., July 10, 1875.

SIR: I have the honor to acknowledge receipt of your letter of the 23d ultimo, inclosing copy of a communication from the commanding officer at Sitka, Alaska, dated the 19th of April last, relative to the importation into the Territory of Alaska of breech-loading rifles and ammunition, by the Alaska Commercial Company, for sale to Indians; also

inviting my attention to the suggestions of the commanding general, Military Division of the Pacific, as contained in the papers accompanying your letter, and requesting that measures might be taken, if legal and proper, to carry out the suggestions of General Schofield.

In reply I beg leave to state that certain instructions, in circular form, prepared under date of the 3d instant, and which it is believed will meet the exigencies of the case, having received the approval of the President, will, under the authority of statutes relating to the subject, be forthwith issued for the information and guidance of collectors of customs, and others concerned.

A copy of the said circular instructions is herewith inclosed.

I am, very respectfully,

B. H. BRISTOW,
Secretary.

Hon. WM. W. BELKNAP,
Secretary of War, Washington, D. C.

[General Orders No. 72.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, July 20, 1875.

The following circular from the Treasury Department relative to the importation of breech-loading rifles, and fixed ammunition suitable therefor, into the Territory of Alaska, is published for the information of the Army:

"TREASURY DEPARTMENT,
Washington, D. C., July 3, 1875.

"*To Collectors of Customs:*

"The importation of breech-loading rifles, and fixed ammunition suitable therefor, into the Territory of Alaska, and the shipment of such rifles or ammunition to any port or place in the Territory of Alaska, are hereby forbidden, and collectors of customs are instructed to refuse clearance of any vessel having on board any such arms or ammunition destined for any port or place in said Territory.

"If, however, any vessel intends to touch or trade at a port in Alaska Territory, or to pass within the waters thereof, but shall be ultimately destined for some port or place not within the limits of said Territory, and shall have on board any such fire-arms or ammunition, the master or chief officer thereof will be required to execute and deliver to the collector of customs at the port of clearance a good and sufficient bond, with two sureties, in double the value of such merchandise, conditioned that such arms or ammunition, or any part thereof, shall not be landed or disposed of within the Territory of Alaska. Such bond shall be taken for such time as the collector shall deem proper, and may be satisfied upon proofs similar to those required to satisfy ordinary export bonds, showing that such arms have been landed at some foreign port; or, if such merchandise is landed at any port of the United States not within the limits of the Territory of Alaska, the bond may be satisfied upon production of a certificate to that effect from the collector of the port where it is so landed.

"CHAS. F. CONANT,
Acting Secretary.

"Approved:

"U. S. GRANT,
President."

By order of the Secretary of War:

THOMAS M. VINCENT,
Assistant Adjutant-General.

TREASURY DEPARTMENT,
Washington, D. C., October 13, 1875.

SIR: Referring to this Department's letter to you of the 10th July last, transmitting a copy of its circular instructions of the 3d of July, 1875, forbidding the introduction of breech-loading fire-arms into the

Territory of Alaska, for sale to Indians, I have the honor to transmit herewith, for your information, a copy of a report from the collector of customs at Sitka, Alaska, in relation to that subject.

Inviting such further communication as you may see fit to make in regard to this matter,

I have the honor to be, very respectfully,

B. H. BRISTOW,
Secretary.

Hon. W. W. BELKNAP,
Secretary of War, Washington, D. C.

CUSTOM-HOUSE, SITKA, ALASKA,
Collector's Office, August 31, 1875.

SIR: Acknowledging receipt of Assistant Secretary Conant's letter of the 10th ultimo, transmitting copy of circular instructions, under date of the 3d of July, 1875, relating to the importation of breech-loading arms in Alaska, for my information and guidance, I have the honor to state that I have this day prepared copies of the said circular for transmission to the offices of my deputies.

It will be difficult to prevent the introduction of breech-loading arms and fixed ammunition into this district, by the Indians located at this place. The present restrictions upon trade, imposed by the military commander, prohibiting (except in small quantities) the sales of molasses and sugar, have caused the Indians to visit British trading-posts, taking with them their furs and peltries, receiving in exchange anything and everything they require.

As far as practicable, I will use my utmost endeavors to prevent their introduction.

I am, sir, very respectfully, your obedient servant,

M. P. BERRY,
Collector.

Hon. B. H. BRISTOW,
Secretary of the Treasury, Washington, D. C.

[First indorsement.]

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, October 21, 1875.

Official copy respectfully referred to the commanding general, Division of the Pacific, for report.

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

[Second indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,
San Francisco, October 30, 1875.

Respectfully referred to the commanding officer, Department of the Columbia, for report.

By order of Major-General Schofield:

J. C. KELTON,
Lieutenant-Colonel, Assistant Adjutant-General.

[Third indorsement.]

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,

Portland, Oreg., November 10, 1875.

Respectfully referred to the commanding officer, Sitka, Alaska, for his information and report.

To be returned by return steamer, if practicable.

By command of Brigadier-General Howard:

H. CLAY WOOD,
Assistant Adjutant-General.

[Fourth indorsement.]

HEADQUARTERS, SITKA, ALASKA,

December 1, 1875.

Respectfully returned to headquarters Department of the Columbia, with the required report.

J. B. CAMPBELL,
Captain Fourth Artillery.

[Inclosure to fourth indorsement.]

HEADQUARTERS, SITKA, ALASKA,

November 30, 1875.

To the ASSISTANT ADJUTANT-GENERAL,

Headquarters Department of the Columbia:

In compliance with the third indorsement upon the communication from the honorable Secretary of the Treasury, forwarded by the War Department, I have the honor to report as follows:

I have been here in command for fifteen months, and have availed myself of every opportunity to ascertain what the habits, occupations, and dispositions of the Alaska Indians are. They are very superior to the interior or plains Indians in intelligence, and further advanced in civilization, in that they live in fixed habitations, very substantially constructed of timber, are possessed of great mechanical skill, are industrious whenever opportunity offers, and are both commercial and frugal in their habits. They count their wealth by blankets and slaves. They construct canoes capable of holding from ten to forty and fifty men, or five or six tons of freight, and perform in them voyages of hundreds of miles in length, for the purposes of trade. Their habitations, in the form of regular villages, of houses so strongly built as to be able to withstand as much, almost, as a modern block-house, are always built upon the shore of the sea or river. Their skill in canoe navigation would enable them to readily concentrate in formidable and very dangerous numbers at any spot they might choose; and if they were armed with modern arms of power and precision they could soon clear the country of the few troops and white inhabitants. They are hardy and brave in character, and do not know their strength. I have found all with whom I came in contact very easy to manage and inclined to do as they are told. Under Russian rule they were always given rum in trade for peltries, if they wanted it, and when they worked it was part of their ration. They missed this on our advent; their supply of liquor was cut off, and although it was very little, they missed it. Renegade Americans set up small stills in out-of-the-way places, and supplied the Indian demand at exorbitant prices. Finally the Indians themselves got hold of the art of fermentation and distillation, and, being apt to learn, the

art of making whisky from molasses, sugar, or berries became known throughout the length and breadth of Alaska.

The Indians at first only made it to meet their own wants, but, upon the rigid exclusion of all liquor from the whites and the destruction of their small stills for its manufacture, the Indians became the sellers and the whites the buyers. Finding it a very profitable business the Indians enter largely into it; they locate their stills, that are of the most elementary description, at secluded places, and for the past two years have made vast quantities of liquor, called *houchinan*, from the fact that the Indians living at Koutzinon, Admiralty Island, were the first to make it; they have thus completely inverted the status that the laws were framed to meet. The Indian, from being the consumer and purchaser, has become the manufacturer and seller. There is no law to punish an Indian for selling liquor, or making it, either, except to destroy his distilling-apparatus and stock if you can catch it. Vast quantities of molasses used to be shipped to this country, and as an efficient means to stop the whisky-traffic, which demoralizes alike the Indians and the whites, I at first limited the sale of molasses and sugar to Indians, and finding it impossible to regulate it properly in that way, I have prohibited its introduction or sale in this vicinity. I would have extended the order all over the Territory had I been in possession of the means of enforcing obedience to it. In this step I have been bitterly opposed and complained of by the whites, first, because Indians would buy molasses wherewith to make rum, with more avidity, and in fact to the exclusion of everything else; and, second, because, when the supply of molasses became short, the Indians raised the price of their liquor, and of course these same people who were the consumers were again affected. My inability to reach and control efficiently the traders located away from here, enables the Indians to procure supplies of this commodity thereat, and the only way to prevent it is to enforce the law of the United States requiring all traders in the country to procure license and give bonds for their good behavior and obedience to law and trade regulations. I started to do this on receiving the appointment of acting Indian agent for Alaska, but I was overruled by the department commander, and forbidden to require a bond of any traders but "new-comers." As I could see no reason in thus conferring favors upon a class, or result likely to come from a simple license, I have issued none whatever except to one new-comer, of whom I have exacted a bond in accordance with law. The Indians go to Fort Simpson, Buck's Bar, on the Stickeen, Peet-la-ca-ta, Nast River, and all other Hudson Bay posts in British Columbia, and procure all the molasses they want; in fact, at Fort Simpson a barrel is presented to every canoe of trading Indians who take their peltries there for exchange. A vast amount of smuggling in the shape of blankets and hardware is done from those points. I am credibly informed that over forty bales of British blankets were this year brought by the Indians to the village just outside of this post. I also notice that they have English hardware, that American merchants cannot afford to keep on account of the high duties. The Hudson Bay traders only have for an object the procuring from Indians of fine fur—the fur of an animal that is shot is inferior. I have never known of a rifle of any kind to come from British Columbia into the hands of Indians. All that I have ever seen them have, they tell me were procured from Northern Indians. I have been told by reliable parties that the Alaska Commercial Company used to sell large numbers of breech-loading arms, and have so reported; also, the metallic ammunition for the same. I will state that this summer, while the revenue

steamer Walcott was here, the Indians were preparing for their voyages south, and I knew they intended to bring foreign blankets into the country in large quantities. I sent for the collector of the port, and told him of this, and also warned the Indians that they would have the blankets taken from them by the boat. They were much concerned. The Walcott went away, and the next I heard was from some of the Indians. They found the Walcott at Fort Simpson, and boarded her, and asked about blankets; they said the "Ty-hee" they saw on board told them to take all the blankets they wanted; that they would not be interfered with.

I will state that the impression made upon me as to the zeal of the customs officials for the suppression of illegal trade is not very favorable. I was obliged to arrest the deputy collector, Carr, at Wrangel, last year, for violation of liquor-law and malfeasance in office in regard to the custody of seized property, and since then all kinds of rascality are being found out against him. The deputy collector, McKnight, at this place, encouraged violation of the law by purchasing liquor he knew was illegally sold. The customs officials are directed by the Hon. Secretary of the Treasury to assist the military in the execution of the non-intercourse laws, but they never, or rarely, actually do anything.

I am, sir, respectfully, your obedient servant,

J. B. CAMPBELL,

Captain Fourth Artillery, Commanding Post.

[Fifth indorsement.]

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,

Portland, Oreg., December 22, 1875.

Respectfully returned to the assistant adjutant-general, headquarters Military Division of the Pacific, inviting attention to the inclosed report of the post commander, Sitka, Alaska.

I am impressed with the belief that many of the troubles and complaints originating in Alaska Territory are occasioned by the difference in the laws of the American and British Governments.

The object, it would appear, of the post commander in restricting and, latterly, prohibiting the sale of molasses and sugar as a police measure, is the suppression of the manufacture of liquor, "How-chi-now," by the Indians.

He has therefore recommended that "the introduction of molasses into the Territory be entirely prohibited, and that all grades of unclarified sugar be allowed only in limited quantities," a recommendation in which I did not concur, nor am I aware of any law under which it can be done.

I have not interfered with his orders in the premises. I cannot, however, say that I regard them altogether wise and judicious, though he has issued them undoubtedly with good intent.

I instructed Captain Campbell to suspend so much of his orders with reference to requiring license and bonds from traders then doing business in Alaska, as shown by my indorsement to division headquarters, dated September 8, 1875, because I believed the rigid enforcement of these provisions of law unwise and injudicious. I am confirmed in this opinion now.

O. O. HOWARD,

Brigadier-General, Commanding.

[Sixth indorsement.]

HEADQUARTERS MILITARY DIVISION PACIFIC,
San Francisco, January 3, 1876.

Respectfully returned to the Adjutant-General, inviting attention to the inclosed report of the commanding officer, Sitka, Alaska, and indorsement hereon of the commanding officer Department of the Columbia.

I have no doubt of the wisdom of prohibiting the importation of breech-loading arms and ammunition into Alaska, nor of the practicability of enforcing the prohibition. Unless I am greatly misinformed, the Hudson Bay Company do not trade in that kind of arms. But I believe the results of all other restrictions upon trade are only evil.

Whether the Territory is to remain in its present anomalous condition or be provided with a military or civil government, I believe it would be well to foster unrestricted trade and intercourse between the natives of that country and the civilized world, and direct the efforts of Government toward the advancement in civilization of that remarkable people, rather than the colonization of the Territory by those of another race.

J. M. SCHOFIELD,
Major-General.

INDIAN AGENT.

[Telegram.]

PORTLAND, OREG., *March 9, 1875.*

To Colonel KELTON.

Division Headquarters, San Francisco :

According to instructions of General Halleck, commandant in Alaska is *ex-officio* agent for Indian affairs. Please ask that this authority be sanctioned by Secretary of Interior. This will protect commandant against civil suits.

O. O. HOWARD,
Brigadier-General, Commanding.

[Indorsement.]

HEADQUARTERS MILITARY DIVISION PACIFIC,
San Francisco, March 11, 1875.

Official copy respectfully forwarded to the Adjutant-General, and attention invited to paragraph 17 of General Halleck's letter of September 6, 1867, herewith, containing the instructions referred to by General Howard.

J. M. SCHOFIELD,
Major-General.

Extract from General Halleck's instructions, before cited.

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,
San Francisco, Cal., September 6, 1867.

GENERAL: You have been appointed commander of the Military District of Alaska, which includes all the Russian-American territory ceded

to the United States by the treaty of March 30, 1867. You will, therefore, assume command of the two companies designated in Special Orders No. 141, current series, from these headquarters, for the garrison of Sitka, as soon as the same are ready to embark on the transport chartered for that purpose.

* * * * *

17. In regard to the aboriginal and uncivilized tribes of your district, you will, in the absence of any organized civil territorial government, and so far as our laws authorize or permit, act as their general superintendent, protecting them from abuse, and regulating their trade and intercourse with our own people. Military officers have no authority to make Indian treaties. You will, therefore, enter into no negotiations of that kind, or attempt to bind our Government to any contracts or agreements without special authority, and under special instructions.

* * * * *

Very respectfully, your obedient servant,

H. W. HALLECK,
Major-General, Commanding.

Bvt. Maj. Gen. J. C. DAVIS, *Present.*

WAR DEPARTMENT,
Washington City, March 30, 1875.

SIR: I have the honor to transmit copy of telegram of the commanding general, Department of Columbia, asking that the commandant in Alaska be confirmed as *ex-officio* agent for Indian affairs in Alaska.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., April 24, 1875.

SIR: Referring to your letter of the 30th ultimo, transmitting copy of telegram of commanding general, Department of Columbia, asking that the commandant in Alaska be confirmed as *ex-officio* agent for Indian affairs in Alaska, I have the honor to remark that the Indians of Alaska are not under the control of this Department.

As the act of Congress approved July 15, 1870, prohibits an officer of the Army from accepting, or holding, or exercising the functions of any civil office, this Department could confer no appointment upon the commandant in Alaska, even if he had jurisdiction in that Territory. (See Revised Statutes, sec. 1222.)

A copy of a report of the Commissioner of Indian Affairs on the subject is herewith transmitted for your information.

Very respectfully, your obedient servant,

C. DELANO,
Secretary.

The Hon. SECRETARY OF WAR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., April 3, 1875.

SIR: I have the honor to acknowledge receipt by Department reference of communication from the honorable Secretary of War, trans-

mitting copy of telegram from the commanding general, Department of Columbia, asking that the commandant in Alaska be confirmed as an *ex-officio* agent for Indians in Alaska.

In compliance with the reference of the honorable Secretary, which also invites attention to section 2062 of the Revised Statutes, I have the honor to report as follows: Section 2062 (R. Stat.) provides that the President may require a military officer to execute the duties of an Indian agent, and that in performance of such duties he shall receive no other compensation than his actual traveling-expenses. This provision, however, seems to be in direct conflict with that of section 1222, which provides that no officer of the Army "shall hold any civil office, whether by election or appointment, and every such officer who accepts or exercises the functions of a civil office shall thereby cease to be an officer of the Army, and his commission shall be thereby vacated."

The Territory of Alaska is understood to be entirely without law, and whatever protection is afforded to its inhabitants must come through the military force.

It appears to be the judgment of the officer commanding the Department of the Columbia that the power of an agent conferred upon the commandant of Alaska would give additional facilities for exercising proper restraint and authority in that country. If, therefore, the requirement of the President that the commanding officer in Alaska execute the duties of an Indian agent will confer upon him the authority to put the intercourse act of 1834 in force through this department, and if that officer can execute this trust without being liable to the pains and penalties of section 1222, I respectfully recommend that the request of the War Department be granted, provided no compensation be allowed, and no authority to incur any indebtedness on account of the Department be conferred.

The papers in the case are herewith returned.

Very respectfully, your obedient servant,

EDW. P. SMITH.

Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

WAR DEPARTMENT,
Washington City, April 28, 1875.

SIR: A request of the commanding general, Department of Columbia, that the commandant in Alaska might be empowered as *ex-officio* agent for Indian affairs in Alaska, was referred to the Secretary of the Interior, who, in reply, cites the act of Congress approved July 15, 1870, prohibiting an officer of the Army from accepting, holding, or exercising the functions of a civil officer, as a reason for declining to confer said appointment.

In the same connection the Commissioner of Indian Affairs cites section 2062, Revised Statutes, providing that the President may require a military officer to execute the duties of an Indian agent, and that in performance of such duties he shall receive no other compensation than his actual traveling-expenses, and thinks it conflicts with section 1222, providing that no officer shall hold any civil office, &c.

As it seems to be very desirable, in the present condition of Alaska, that the power of an agent should be conferred upon the military commander there, your opinion upon the points raised is respectfully requested.

This Department inclines to the belief that this would not be the acceptance of such civil office or the exercise of the functions of such civil office as is contemplated by the act referred to.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

The Hon. ATTORNEY-GENERAL.

DEPARTMENT OF JUSTICE,
Washington, May 5, 1875.

SIR: Your letter of the 28th ultimo directs my attention to sections 1222 and 2062 of the Revised Statutes, and suggests the question whether the present military commandant in Alaska may be authorized to perform the duties of an Indian agent there.

By section 1222 it is declared that "no officer of the Army on the active-list shall hold any civil office, whether by election or appointment, and every such officer who accepts or exercises the functions of a civil office shall thereby cease to be an officer of the Army, and his commission shall be thereby vacated." But by section 2062 it is provided that "the President may require any military officer of the United States to execute the duties of an Indian agent; and when such duties are required of any military officer, he shall perform the same without any other compensation than his actual traveling-expenses."

In construing these two provisions, the latter is to be understood as constituting an exception to the former, according to the well-established rule of interpretation that where a general intention is expressed in a statute, and the statute also expresses a particular intention incompatible with the general intention, the particular intention is to be considered in the nature of an exception. Regarding the matter from this point of view, it is clear that the President has the power to devolve upon an Army officer on the active-list the duties of an Indian agent.

Yet there is another provision in the Revised Statutes which seems to qualify that power slightly. Section 1224 declares that Army officers shall not be employed as disbursing-agents of the Indian Department, when such employment requires them to be separated from their regiments or companies, or otherwise interferes with the performance of their military duties proper.

Subject to this qualification, I am of the opinion that it is competent to the President to direct the military commandant in Alaska to execute the duties of an Indian agent in that Territory.

I have the honor to be, very respectfully,

GEO. H. WILLIAMS,
Attorney-General.

Hon. W. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT,
Washington City, May 8, 1875.

SIR: Referring to the correspondence with your Department relative to the suggestion that the commandant in Alaska be empowered as *ex-officio* agent for Indian affairs, I now have the honor to transmit copy of General Orders No. 40, of 1874, Adjutant-General's Office, containing acts of Congress and opinions of the Attorney-General on this subject, also copy of letter of the Attorney-General of the 5th instant, in

reply to a request for his opinion in this particular case, and to renew the request that the military commandant in Alaska may be designated to act as Indian agent, under the restrictions contained in the two last paragraphs of the letter of the Attorney-General here referred to.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., May 14, 1875.

SIR: I have the honor to acknowledge the receipt of a letter, dated the 8th instant, from the honorable the Secretary of War, inclosing copy of an opinion of the Attorney-General of the United States as to the authority of the President to devolve the duties of an Indian agent upon an Army officer on the active-list.

This Department has no legal right to appoint an officer of the Army to the position of Indian agent, or to authorize an officer of the Army to exercise the functions appertaining to the office of an Indian agent. But in view of the Attorney-General's opinion of the 5th instant, and of the anomalous condition of the inhabitants of the Aleutian Islands, this Department is of the opinion that the War Department may properly detail an Army officer to exercise such powers and duties in controlling said inhabitants and in providing for their wants, morally, intellectually, and physically, as in the judgment of the War Department may be deemed necessary, and this Department has no objection to conferring upon an officer so detailed the powers herein indicated, but, on the contrary, desires the War Department to take such action.

Very respectfully, your obedient servant,

C. DELANO,
Secretary.

The Hon. SECRETARY OF WAR.

WAR DEPARTMENT,
Washington City, May 25, 1875.

SIR: In connection with your letter of the 14th instant upon the subject, I have the honor to inclose a copy of General Orders No. 61, dated May 21, 1875, from this Department, appointing the commanding officer of the United States troops in Alaska to execute the duties of Indian agent in that Territory.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

[General Orders No. 61.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, May 21, 1875.

By direction of the President—under section 2062, and subject to the limitation in section 1224, of the Revised Statutes—the commanding officer of the United States troops in Alaska, stationed at Sitka, is appointed to execute the duties of Indian agent, in controlling the intercourse with the Indians in Alaska, including the Aleutian Islands, and to act *ex officio* as Indian agent over the tribes in said Territory.

The following are the sections of the Revised Statutes referred to:

"SEC. 1224. Officers of the Army on the active-list shall not be separated from their

regiments or corps for employment on civil works of internal improvement, nor be allowed to engage in the service of incorporated companies, or be employed as acting paymaster or disbursing agent of the Indian Department, if such extra employment require that he be separated from his regiment or company, or otherwise interfere with the performance of the military duties proper.

"SEC. 2062. The President may require any military officer of the United States to execute the duties of an Indian agent; and when such duties are required of any military officer, he shall perform the same without any other compensation than his actual traveling-expenses."

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

BOARD OF TRADE,
Portland, Oreg., July 27, 1875.

SIR: I am asked to forward you the annexed communication and to request the favor of your kindly countermanding the order referred to after you have satisfied yourself that it is what we claim, against the interest of trade and commerce with Oregon.

I am, sir, very respectfully, your obedient servant,

WILLIAM REID,
Secretary.

Hon. W. W. BELKNAP,
Secretary of War, Washington, D. C.

[Newspaper slip.]

AN IMPORTANT ORDER.—ALASKA VIRTUALLY CLOSED TO COMMERCE.—
SEEMS TO CONFLICT WITH TREATY OF CESSION.

We give below an order issued by Capt. Jas. B. Campbell, Fourth Artillery, commanding at Sitka, Alaska, which is quite important to traders in that Territory, and those who may propose going there for trading purposes. The order is dated, "Orders No. 96. Headquarters, Sitka, Alaska, July 12, 1875," and the purport is as follows:

(For full text of Orders No. 96, see copy following General Howard's indorsement.)

We understand that the Portland Board of Trade have this unprecedented order under consideration and will take measures to have this ukase repealed or modified, so as not to destroy the commerce of this city with the upper northwest coast. We respectfully ask General Howard to review this order and adapt its provisions to the rights, laws, treaties, &c., of American citizens, so that the harmony between the civil and military relations on this coast may remain uninterrupted.

If the order is enforced as threatened, the whole trade of that immense and wealthy region will be held by the military as the sole property of the Alaska Fur Company and the British smugglers of Victoria.

[Indorsements.]

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, August 13, 1875.

Respectfully referred, through headquarters of the Army, to the commanding general Military Division of the Pacific for report.

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

HEADQUARTERS OF THE ARMY,
Saint Louis, August 16, 1875.

Respectfully transmitted.

By command of General Sherman :

JNO. M. BACON,
Colonel and Aid-de-Camp.

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,
San Francisco, Cal., August 23, 1875.

Respectfully referred to the commanding officer Department of the Columbia for report.

By order of Major-General Schofield :

J. C. KELTON,
Lieutenant-Colonel, Assistant Adjutant-General.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oreg., September 8, 1875.

Respectfully returned to the assistant adjutant-general, headquarters Military Division of the Pacific, inclosing copy of Post Orders No. 96, of July 12, and No. 110, of August 19, 1875, from the post of Sitka, Alaska. Attention is also invited to communications dated July 28 and September 4, 1875, from these headquarters. These letters show the action taken by me, viz: a suspension of that portion of paragraph III of Orders 96, requiring a bond so far as relates to existing traders, including unnaturalized foreigners. It will be seen that this order is mainly a transcript of law, and if the change that I have made is sustained by the War and Interior Departments, I think trade will not suffer in consequence of the order, or if it does, the law, and not the publication thereof, is at fault.

The action of the post commander at Sitka and myself is submitted for the consideration of superior authority, and for instructions.

O. O. HOWARD,
Brigadier-General, Commanding.

[Orders No. 96.]

HEADQUARTERS, SITKA, ALASKA,
July 12, 1875.

I. By direction of the President, the undersigned hereby assumes the duties and functions of Indian agent for the Territory of Alaska, including the Aleutian Islands.

The laws of the United States relating to trade and intercourse with Indians will hereafter be rigidly enforced in Alaska and outlying islands. Alaska and the islands along its coast are all adjudged to be Indian country under the law.

II. The following extracts from the Revised Statutes of the United States, relative to trade, intercourse, and residence, are published for the information of all concerned :

"SECTION 2111. Any person who sends any talk, speech, message, or letter to any Indian, native tribe, chief, or individual, with an intent to produce a contravention or infraction of any treaty or law of the United States, or to disturb the peace and tranquillity of the United States, is liable to a penalty of two thousand dollars."

"SECTION 2128. Any loyal person, a citizen of the United States, of good moral character, shall be permitted to trade with any Indian tribe, upon giving bond to the United States in the penal sum of not less than five nor more than ten thousand dollars, with at least two good sureties to be approved by the superintendent of the district within which such person proposes to trade or by the United States district judge or district attorney for the district in which the obligor resides, renewable each year, conditioned that such person will faithfully observe all laws and regulations made for the government of trade and intercourse with the Indian tribes, and in no respect violate the same.

"SECTION 2129. No person shall be permitted to trade with any of the Indians in the Indian country without a license therefor from a superintendent of Indian affairs or

Indian agent or subagent, which license shall be issued for a term not exceeding two years for tribes east of the Mississippi, and not exceeding three years for the tribes west of that river.

"SECTION 2130. Any superintendent or agent may refuse an application for a license to trade if he is satisfied that the applicant is a person of bad character or that it would be improper to permit him to reside in the Indian country, or if a license, previously granted to such applicant, has been revoked, or a forfeiture of his bond decreed. But an appeal may be had from the agent or superintendent to the Commissioner of Indian Affairs.

"SECTION 2131. The superintendent of the district shall have power to revoke and cancel any license to trade with the Indian country whenever the person licensed has, in his opinion, transgressed any of the laws or regulations provided for the government of trade and intercourse with the Indian tribes, or whenever, in his opinion, it is improper to permit such person to remain in the Indian country. No trade with the tribes shall be carried on within their boundary except at certain suitable and convenient places, to be designated from time to time by the superintendents, agents, and subagents, and to be inserted in the license. The person granting or revoking such license shall forthwith report the same to the Commissioner of Indian Affairs for his approval or disapproval."

"SECTION 2133. Any person other than an Indian who shall attempt to reside in the Indian country as a trader, or to introduce goods, or to trade therein without such license, shall forfeit all merchandise offered for sale to the Indians or found in his possession, and shall, moreover, be liable to a penalty of five hundred dollars.

"SECTION 2134. Every foreigner who shall go into the Indian country without a passport from the Department of the Interior, superintendent, agent, or subagent of Indian affairs, or officer of the United States commanding the nearest military post on the frontiers, or who shall remain intentionally therein after the expiration of such passport, shall be liable to a penalty of one thousand dollars. Every such passport shall express the object of such person, the time he is allowed to remain, and the route he is to travel."

"SECTION 2145. Except as to crimes, the punishment of which is expressly provided for in this title, the general laws of the United States as to the punishment of crimes committed in any place within the sole and exclusive jurisdiction of the United States, except the District of Columbia, shall extend to the Indian country."

"SECTION 2147. The superintendent of Indian affairs and Indian agents and subagents shall have authority to remove from the Indian country all persons found therein contrary to law; and the President is authorized to direct the military force to be employed in such removal.

"SECTION 2148. If any person who has been removed from the Indian country shall thereafter at any time return (to) or be found within the Indian country, he shall be liable to a penalty of one thousand dollars."

"SECTION 2150. The military forces of the United States may be employed in such a manner and under such regulations as the President may direct:

"First. In the apprehension of every person who may be in the Indian country in violation of law, and in conveying him immediately from the Indian country, by the nearest convenient and safe route, to the civil authority of the Territory or judicial district in which such person shall be found, to be proceeded against in due course of law.

"Second. In the examination and seizure of stores, packages, and boats, authorized by law.

"Third. In preventing the introduction of persons and property into the Indian country contrary to law.

"Fourth. And also in destroying and breaking up any distillery for manufacturing ardent spirits, set up or continued within the Indian country."

III. All persons desiring to trade in Alaska Territory will at once make written application to the undersigned for a license, stating the name and residence and the particular locality at which they wish to transact business. The application must be accompanied by a bond for the "penal sum of five thousand dollars," duly executed by the applicant as principal, and two sureties. If not known to the undersigned, the sureties must be approved and vouched for by the United States district judge or United States district attorney for the district in which the obligor resides. The condition of the bond must be that the principal will faithfully observe all laws and regulations made for the government of trade and intercourse with Indians in Alaska, and in no respect violate the same. This bond will be renewed every year. If the applicant be a naturalized citizen he will present his naturalization papers with his application. Unnaturalized foreigners cannot procure license.

* * * * *

J. B. CAMPBELL,
*Captain Fourth Artillery, commanding Sitka, Alaska,
and Indian Agent for Alaska.*

[Orders No. 110]

HEADQUARTERS, SITKA, ALASKA,
August 19, 1875.

I. The following extracts from the Revised Statutes of the United States are published for the information and government of all concerned :

"SECTION 2058. Each Indian agent shall, within his agency, manage and superintend the intercourse with the Indians agreeable to law, and execute and perform such regulations and duties not inconsistent with law as may be prescribed by the President, the Secretary of the Interior, the Commissioner of Indian Affairs, or the superintendent of Indian affairs."

"SECTION 2062. The President may require any military officer of the United States to execute the duties of Indian agent ; and when such duties are required of any military officer he shall perform the same without any other compensation than his actual traveling-expenses."

"SECTION 2064. Indian agents are authorized to take acknowledgments of deeds and other instruments of writing, and to administer oaths in investigations committed to them in Indian country, pursuant to such rules and regulations as may be prescribed for that purpose by the Secretary of the Interior ; and acknowledgments so taken shall have the same effect as if taken before a justice of the peace."

"SECTION 2066. The limits of each superintendency, agency, and subagency shall be established by the Secretary of the Interior, either by tribes or geographical boundaries."

"SECTION 2135. Every person, other than an Indian, who, within the Indian country, purchases or receives of any Indian, in the way of barter, trade, or pledge, a gun, trap, or other article commonly used in hunting, any instrument of husbandry, or cooking utensils of the kind commonly obtained by Indians in their intercourse with the white people, or any article of clothing, except skins and furs, shall be liable to a penalty of fifty dollars.

"SECTION 2136. If any trader, his agent or any person acting for or under him, shall sell any arms or ammunition at his trading-post, or other place within any district or country occupied by uncivilized or hostile Indians, contrary to the rules and regulations of the Secretary of the Interior, such trader shall forfeit his right to trade with the Indians, and the Secretary shall exclude such trader and the agent, or other such person so offending, from the district or country so occupied."

"SECTION 2139. No ardent spirits shall be introduced, under any pretense, into the Indian country. Every person, except an Indian, in the Indian country, who sells, exchanges, gives, barter, or disposes of any spirituous liquors or wines to any Indian under charge of any Indian superintendent or agent, or introduces or attempts to introduce any spirituous liquor or wine in the Indian country, shall be punished by imprisonment for not more than two years, and by a fine of not more than three hundred dollars. But it shall be a sufficient defense to any charge of introducing or attempting to introduce liquor into the Indian country, that the acts charged were done by order of, or under authority of, the War Department, or any officer duly authorized thereunto by the War Department.

"SECTION 2140. If any superintendent of Indian affairs, Indian agent, or subagent, or commanding officer of a military post, has reason to suspect, or is informed, that any white person or Indian is about to introduce or has introduced any spirituous liquor or wine into the Indian country, in violation of law, such superintendent, agent, subagent, or commanding officer, may cause the boats, stores, packages, wagons, sleds, and places of deposit of such person to be searched ; and if any such liquor is found therein, the same, together with the boats, teams, wagons, and sleds used in conveying the same, and also the goods, packages, and peltries of such person, shall be seized and delivered to the proper officer, and shall be proceeded against, by libel, in the proper court, and forfeit, one half to the informer and the other half to the use of the United States ; and if such person be a trader, his license shall be revoked and his bond be put in suit. It shall, moreover, be the duty of any person in the service of the United States, or of any Indian, to take and destroy any ardent spirits or wines found in the Indian country, except such as may be introduced therein by the War Department. In all cases arising under this and the preceding sections, Indians shall be competent witnesses.

"SECTION 2141. Every person who shall, within the Indian country, set up or continue any distillery for manufacturing ardent spirits, shall be liable to a penalty of one thousand dollars ; and the superintendent of Indian affairs, Indian agent, or subagent, within the limit of whose agency such distillery of ardent spirits is set up or continued, shall forthwith destroy and break up the same.

"SECTION 2142. Every white person who shall make an assault upon an Indian or other person, and every Indian who shall make an assault upon a white person within the Indian country, with a gun, rifle, sword, pistol, knife, or any other deadly weapon,

with intent to kill or maim the person so assaulted, shall be punished by imprisonment, at hard labor, for not more than five nor less than one year.

"SECTION 2143. Every white person who shall set fire, or attempt to set fire, to any house, outhouse, cabin, stable, or other building in the Indian country, to whomsoever belonging; and every Indian who shall set fire to any house, outhouse, cabin, stable, or other building in the Indian country, in whole or in part belonging to, or in lawful possession of, a white person, and whether the same be consumed or not, shall be punished by imprisonment, at hard labor, for not more than twenty-one years, nor less than two years."

"SECTION 2152. The superintendents, agents, and subagents shall endeavor to procure the arrest and trial of all Indians accused of committing any crime, offense, misdemeanor, and of all other persons who may have committed crimes or offenses, within any State or Territory, and have fled into the Indian country, either by demanding the same of the chiefs of the proper tribe, or by such other means as the President may authorize to be employed in the apprehension of such Indians, and also in preventing or terminating hostilities between any of the Indian tribes."

II. Persons residing in places in Alaska not supplied with mail facilities will be allowed until January 1, 1876, to apply for a license to trade. All persons after that date who have not procured license will be proceeded against under the law.

J. B. CAMPBELL,

*Captain Fourth Artillery, commanding Sitka, Alaska,
and Indian Agent for Alaska.*

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,

Portland, Oreg., July 28, 1875.

SIR: The department commander instructs me to acknowledge receipt of your communication of the 14th instant, covering Post Orders No. 96, of the 12th instant, and to reply that he deems it wise on your part to publish, as you have done, extracts from existing laws that evidently apply and should be enforced in Alaska Territory, which is construed as "Indian country" under the decision of the Attorney-General of the United States. He directs you to suspend the operation of the third section of your order, so far as it relates to the bond in "penal sum of five thousand dollars," with reference to existing traders, including unnaturalized foreigners. As these traders have gone to Alaska without understanding that this law applied to them, and have already invested their means, many of them being unable to furnish the requisite bonds, it is believed that the Government may in equity regard this law, now for the first time put into actual execution, in the nature of an *ex-post-facto* law, and may relieve existing traders from its execution, so long as in other respects they conform to the letter and spirit of the laws affecting them.

Your order will be transmitted to the War Department and Indian Bureau for approval or modification; meantime it will stand approved with the exception herein mentioned.

Until otherwise instructed, the department commander deems it your duty to send all reports touching military or Indian affairs in Alaska Territory through these headquarters.

Very respectfully, your obedient servant,

H. CLAY WOOD,

Assistant Adjutant-General.

The COMMANDING OFFICER,
Sitka, Alaska.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,

Portland, Oreg., September 4, 1875.

SIR: Your communication of August 21, ultimo, relative to your Orders 96 and 110, is at hand, and I am directed to reply—

I. The department commander does not advise you to countermand

your Orders 96 and 110. He wishes you simply to suspend paragraph III of Order 96 in so far as it relates to the penal bond in the sum of \$5,000, required of traders already in business at the date of the order, including even unnaturalized foreigners already trading in Alaska. He thinks you are right in demanding licenses, with a bond, for all new men, but no bond had better be required of those now trading until the decision of authorities at Washington can be obtained.

He is of the opinion that a short order, simply suspending the portion of paragraph III above referred to till further orders, will be enough. If, however, any have given bonds as you required, you had better keep them till the decision at Washington is made known.

He understands fully your views of your sole responsibility as Indian agent, and yet it is difficult *always* nicely to define and limit that responsibility. He suspended the operation of your Order 96, it being properly issued in your double capacity, in order to prevent the helping of monopolies by crushing out small traders, and to check a fierce opposition already arisen from California, Oregon, and Washington Territory.

II. The department commander says, further, if you can satisfy yourself that the beer is not alcoholic and will not intoxicate, you certainly can allow the opening of the brewery under General Schofield's ruling; but if it does produce intoxication and breaking the peace as it is made at Sitka, you are right to prohibit it as a police regulation. In this connection, he advises that you select two officers, one medical, to examine into and determine the question. Whichever way you decide, the general feels sure it will be rightly done.

III. Concerning the bonds of the Alaska Commercial Company, you have probably before this received a communication upon the subject from the president of the company. The department commander is of opinion that if bonds are given for each of the districts, so called, into which the company has divided the coast they occupy, the object of the law will be attained. He leaves the matter, however, more to your judgment, as you are upon the ground and are better acquainted with the necessities of the case.

I am, sir, very respectfully, your obedient servant,

J. A. SLADEN,
Aid-de-Camp.

The COMMANDING OFFICER,
Sitka, Alaska.

WAR DEPARTMENT,
Washington City, October 5, 1875.

SIR: I have the honor to transmit for your information copy of complaint of the Board of Trade, Portland, Oreg., against Capt. J. B. Campbell, commanding Sitka, Alaska, and Indian agent for Alaska Territory, asking that certain orders of Captain Campbell's against the interests of trade and commerce be countermanded, and General Howard's report thereon.

Very respectfully, your obedient servant,

W. T. BARNARD,
Acting Chief Clerk, for the Secretary of War, in his absence.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, October 19, 1875.

SIR: For your information, I have the honor to transmit herewith a copy of a report, dated the 16th instant, from the Commissioner of Indian Affairs, containing his views and suggestions in relation to certain orders issued by Captain Campbell, agent for the Indians in Alaska, which were the subject of complaint from the Board of Trade of Portland, Oreg., and of a report of General O. O. Howard, communicated to this Department in letter of the honorable the Secretary of War, dated the 5th instant.

The views of the Commissioner appear to be sustained by the laws, quoted by him, in relation to the subject to which I have the honor to invite your attention.

Very respectfully, your obedient servant,

B. R. COWEN,
Acting Secretary.

The Hon. SECRETARY OF WAR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., October 16, 1875.

SIR: I have the honor to acknowledge the receipt, by reference from the Department, under date of the 6th instant, for my consideration and suggestions, of a letter from the War Department, inclosing a copy of complaint of board of trade, Portland, Oreg., against Capt. J. B. Campbell, commanding station, Sitka, Alaska, and Indian agent for Alaska Territory, asking that certain orders of Captain Campbell against the interest of trade and commerce be countermanded, and General Howard's report thereon.

In returning the War Department letter herewith, I have the honor to state that the treaty with Russia, concluded March 30, 1867, (Stat. at Large, vol. 15, p. 539,) by the terms of which the territory now known as Alaska was ceded to the United States, provides in the third article thereof that "The uncivilized tribes will be subject to such laws and regulations as the United States may from time to time adopt in regard to aboriginal tribes of that country."

The last section of an act of Congress approved March 3, 1873, (Stat. at Large, vol. 17, p. 530,) provides:

That the laws of the United States relating to customs, commerce, and navigation, and sections twenty and twenty-one of an act to regulate trade and intercourse with Indian tribes and to preserve peace on the frontiers, approved June thirtieth, eighteen hundred and thirty-four, be, and the same are hereby, extended to and over all the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia * * * so far as the same may be applicable thereto.

Sections 20 and 21 of the act of June 30, 1834, aforesaid, relate to the introduction or manufacture of liquor in the Indian country, and in my judgment none of the provisions of this or any subsequent law regulating intercourse with the Indian tribes are applicable to the Territory of Alaska, except the provisions of said sections 20 and 21.

The order of Captain Campbell is believed to be founded upon a mistaken idea as to the fact of the territory in question being properly considered Indian country and coming within the purview of the intercourse act, except as specifically mentioned.

With this view of the case, I am of the opinion that the restrictions

placed upon trade and commerce in Alaska by the provisions of Captain Campbell's orders aforesaid are not justified by law, and that such orders, so far as relates to everything except the twentieth and twenty-first sections of the intercourse act of 1834, should be revoked.

The letter of the War Department (with inclosures) is herewith returned.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, October 28, 1875.

Respectfully referred to the commanding general, Military Division of the Pacific, for report. To be returned.

By order of the Secretary of War:

E. D. TOWNSEND,
Adjutant-General.

HEADQUARTERS MILITARY DIVISION PACIFIC,
San Francisco, November 8, 1875.

Respectfully referred to Maj. H. P. Curtis, judge-advocate Department of California, for examination of and report on the laws governing trade and intercourse with Indians in Alaska.

By order of Major-General Schofield:

J. C. KELTON,
Lieutenant-Colonel, Assistant Adjutant-General.

JUDGE-ADVOCATE'S OFFICE,
DEPARTMENT OF CALIFORNIA,
November 11, 1875.

Respectfully returned with report called for in accompanying paper, marked A.

H. P. CURTIS,
Judge-Advocate Department.

Report, marked A.

JUDGE-ADVOCATE'S OFFICE,
HEADQUARTERS DEPARTMENT OF CALIFORNIA,
San Francisco, November 11, 1875.

GENERAL: I respectfully return the accompanying package of papers, referred to me for examination and report on the laws governing trade and intercourse with Indians in Alaska.

An inclosed letter to the Secretary of the Interior, from the Commissioner of Indian Affairs, speaks of a letter from the War Department, inclosing copy of complaint from board of trade, Portland, Oreg., against Captain Campbell, commanding at Sitka, and also a report from Gen-

eral O. O. Howard thereon. Neither of these papers accompanies those now returned.

The treaty of 1867, whereby Russia ceded Alaska to the United States, provided, in its third article, that "the uncivilized tribes will be subject to such laws and regulations as the United States may from time to time adopt in regard to aboriginal tribes of that country."

This provision is in the future tense throughout, and appears to have left the Alaska Indians unprotected by any laws in regard to intercourse with the whites, which were in force in the other parts of the United States at the time of the treaty.

Congress, in July, 1868, enacted a law extending to Alaska the laws of the United States relating to commerce, customs, and navigation, and in the fourth section, doubtless with a reference to the Indian tribes there residing, gave the President of the United States "power to restrict and regulate or prohibit the importation and use of fire-arms, ammunition, and distilled spirits into and within the said Territory."

Pursuant to the power thus conferred, the President has, from time to time, made proclamations regulating the introduction of these articles into Alaska.

The act of 1868, just referred to, was amended March 3, 1873, so that the enactment now reads, "The laws of the United States relating to customs, commerce, and navigation, and *sections 20 and 21* of an act to regulate trade and intercourse with Indian tribes and to preserve peace on the frontiers, approved June 30, 1834, be, and the same are hereby, extended to and over all the main-land, islands, and waters of the Territory of Alaska."

Section 20 of the act of 1834 relates to the introduction, sale, or barter of liquor to Indians in the Indian Territory, and provides the punishment for doing so. Section 21 prohibits the manufacture of liquor *within* the Indian country.

By section 20 the power of regulating the introduction of liquors into the Indian country was vested in the War Department. By the act of 1868 the President had unlimited discretion over the introduction and use of spirits in Alaska. Congress, by adopting, in 1873, the above-cited section of the act of 1834, now prohibits the introduction of spirituous liquors in said Territory, unless authorized by the War Department.

So far, then, as the introduction and use of liquors are concerned, Alaska is, I think, "Indian country," but no further. The President can regulate or prohibit the introduction of arms and ammunition into Alaska; the introduction of liquor is exclusively under the control of the War Department.

But Alaska is Indian country no further than this goes. Congress, by providing that sections 20 and 21 of the act of 1834 *should* be in force in Alaska, implied that the remaining provisions of that act should *not*.

It has never, so far as I am aware, been expressly declared that Alaska should be considered as part of the Indian country. The act of 1834 defines the Indian country to be "all that part of the United States west of the Mississippi and not within the States of Missouri or Louisiana or Territory of Arkansas, and also that part of the United States east of the Mississippi River, and not within any State, to which the Indian title has not been extinguished."

At the time of the passage of this act the United States did not embrace Texas, New Mexico, California, or Oregon, and certainly not Alaska. Clearly these Territories were not embraced within the Indian

country; and Congress has, by repeated enactments, extending some or all of the provisions of the law of 1834 to other and later-acquired regions, shown its opinion to be that subsequent legislation was required to bring these regions within its provisions. Congress not having done this for Alaska, except in respect to the law for excluding spirits, that Territory is not Indian country, except in that single sense. Aside from this one thing, then, I am of the opinion that Alaska stands on an equality with all other portions of the United States in respect to the laws of commerce, customs, and navigation, which have nothing to do with trade or intercourse with Indian tribes, and that the provisions of the law of 1834, requiring permits to trade, the employment of the military to exclude white men and foreigners, the giving of bonds by traders, &c., are not in force within its limits.

The "Indian country," strictly so called, which was called into official existence by the act of 1834, was a region set aside by Congress for the exclusive occupation of Indians. All citizens of the United States—all white men—were to be rigidly excluded, except a few traders, who were allowed to visit it from time to time for the benefit and convenience of the Indians; and these traders were to be carefully watched, and visited with heavy penalties, including expulsion from the country, in case of any violation of the law which gave them admission.

It is not probable that Congress purchased Alaska at a cost of nine millions of dollars with any such purpose as this.

To apply the foregoing observation to Orders No. 96 and No. 110 of Captain Campbell, against which it appears that protests have been made, I cannot avoid the conclusion that that officer has exceeded his authority in treating the Territory of Alaska as "Indian country," from which traders are to be excluded, unless on the condition of giving heavy bonds; and that, with the exception of those provisions of law which bear on the introduction and sale of liquor, and its manufacture within the Territory, the various clauses selected and published by him from the United States Revised Statutes are not applicable, and do not justify the position he has taken.

In the inclosed copy of letter from General Howard to Captain Campbell of July 28, 1875, General Howard approves of the publication of these clauses by that officer, and remarks that they should be enforced in Alaska; "which," he says, "is construed as Indian country under the decision of the Attorney-General of the United States." I know of no such decision. It certainly is not found with the inclosed papers now returned. If General Howard refers, as is possibly the case, to the Attorney-General's opinion of November 13, 1873, published in General Orders No. 40, War Department, a copy of which is inclosed, he has, I think, misunderstood or inadvertently overlooked one important modifying clause. The Attorney-General, in discussing in that opinion the right of the War Department over the introduction of liquor into Alaska, adds: "My opinion, therefore, is that, *as to this matter*, Alaska is to be regarded as Indian country, and that no spirituous liquors or wines can be introduced into the Territory without an order by the War Department for that purpose."

"As to this matter" means, I cannot doubt, the introduction and manufacture of spirits, and, so far as these are concerned, Alaska is clearly by law Indian country, but, I submit, no further than this. The same mistake (if it be a mistake) may have been made by Captain Campbell, or it is not impossible that that officer has been misled to some extent (on the assumption of course that my view of the law is right) by the opening paragraph of the order referred to, namely, Gen-

eral Order No. 40, in which it is rather too broadly laid down that the act of 1873 has extended "the laws of the United States relating to customs, commerce, navigation, and trade and intercourse with Indian tribes, &c.," over the Territory of Alaska. What the act of 1873 did do I have already stated, and that it did not do what is here alleged is apparent from the act itself, quoted in the same order. To this inadvertent misstatement may perhaps be attributed what is, in my judgment, an unwarrantable expansion of jurisdiction on the part of Captain Campbell.

One remark in addition, on the subject of the introduction of liquor into Alaska, may, perhaps, be permitted. And this is, that to me it appears quite doubtful whether, under the law as it now stands, the Secretary of War, or any person authorized by him, can now legally permit the introduction of spirits into the Territory of Alaska, except when intended for the officers of the United States, or troops of the service, and in my opinion further legislation by Congress is required to legalize the contrary practice which now obtains. What Congress meant to do is one thing; what they have done, seems to me quite another. Section 20 of the act of 1834 imposes a penalty upon any person who shall sell, exchange, give, &c., any spirituous liquor or wine]to an Indian, (in the Indian country,) or who should introduce, or attempt to introduce, any spirits or wine into the Indian country, except such supplies as shall be necessary for the officers of the United States and troops of the service, under direction of the War Department.

By the act of February 13, 1862, this section (20) was amended, by providing that "it shall be a sufficient defense to any charge of introducing or attempting to introduce liquor into the Indian country, if it be proved to be done by order of the War Department, or of any officer duly authorized thereto by the War Department."

But the act of 1873, before referred to, which extended to Alaska the laws of the United States relating to customs, commerce, and navigation, extended also to that region sections 20 and 21 of the act of 1834. The act of 1873 did not, at least in terms, extend section 20 and *its amendment* to Alaska, but expressly enacted that *section 20 of the act of 1834* should be so extended. I feel considerable doubt, therefore, whether under the strict law any liquor can be admitted into Alaska, except for the use of officers of the United States and troops of the service.

In an opinion of the Attorney-General, dated June 3, 1874, and published in General Orders, War Department, No. 57, 1874, that officer, in answer to the precise question, "whether the War Department has authority to admit spirits or wines into Alaska, when not for the use of officers or troops," decided that it *can* do so. I fail to understand his reasoning, and believe its soundness open at least to question.

Undoubtedly, so long as this opinion of the Attorney-General remains in force, and unreversed by any higher authority, there can be no doubt of the propriety of continuing the present practice; but it is dubious, in my opinion, whether that practice can be justified under a rigid or even a fair construction of the law as it stands.

Respectfully submitted.

H. P. CURTIS,
Judge-Advocate Department.

The ASSISTANT ADJUTANT-GENERAL,
Military Division of the Pacific, San Francisco, Cal.

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,
San Francisco, November 13, 1875.

Respectfully referred to the commanding officer, Department of the Columbia, for his report, inviting attention to the opinion of the judge-advocate, Department of California, inclosed herewith.

These papers to be returned.

By order of Major-General Schofield:

J. C. KELTON,
Lieutenant-Colonel, Assistant Adjutant-General.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oreg., December 22, 1875.

Respectfully returned to the assistant adjutant-general, Military Division of the Pacific.

After a careful perusal of the laws, orders, and opinion of the Attorney-General, (August 12, 1873,) relating to the question of Alaska being considered as Indian Territory, I came to the decided conclusion that "Alaska is Indian Territory." I was much surprised at the adverse opinion of the Indian Bureau and of Major Curtis.

I have requested Major Wood, assistant adjutant-general, to make a careful examination of the whole subject, with a view to help me make up the report required by the foregoing indorsement.

This he has done, making an examination of all the laws bearing upon this subject, and furnishing the inclosed exhaustive report.

In the conclusions of this report I fully concur, and believe the War and Interior Departments will preserve uniformity and consistency of action by taking the same views, until further legislation shall relieve us from all responsibility in the matter.

I have suspended such action of Captain Campbell in Alaska, under his Orders 96 and 110, current series, as conflict with my views of a judicious enforcement of the trade and intercourse laws, until further instructions from superior authority.

O. O. HOWARD,
Brigadier-General, Commanding.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oreg., December 16, 1875.

SIR: By your direction I have the honor to submit the following report:

The first section, after the enacting clause, of the act of Congress, approved June 30, 1834, "to regulate trade and intercourse with the Indian tribes, and to preserve peace on the frontiers," reads, "That all that part of the United States west of the Mississippi, and not within the States of Missouri and Louisiana or the Territory of Arkansas, and, also, that part of the United States east of the Mississippi River, and not within any State, to which the Indian title has not been extinguished, for the purposes of this act, be taken and deemed to be the Indian country."

The treaty ceding the Russian possessions in North America—now styled Alaska Territory—to the United States, was concluded March 30, 1867; ratified by the United States May 28, 1867; ratifications exchanged June 20, 1867; and proclamation made by the United States June 20, 1867.

The question presented substantially is: Is Alaska Territory Indian country, within the meaning of the statutes of the United States?

To apply, in part, the language of Attorney-General Cushing, (VII Opinions, p. 295,) Alaska "is a part of the United States. As such it is subject to all laws which the General Government may make or enact within the Constitution. It no more needs, in any general act of Congress, to mention" Alaska "specially, than it does to mention each one of the other States and Territories *nominatim*. The local application of acts of Congress depends on their subject-matter. All general acts of Congress have applications as such. Speciality of application is the exception"—not the rule—"and must be specially set forth, either by inclusion or exclusion, in the act of Congress."

But it is said that Alaska "is not, geographically speaking, a part of 'the Indian country,' as described by the act of Congress."

Why not? The terms of the act are: "All that part of the United States west of the Mississippi, and not within the States of Missouri and Louisiana or the Territory of Arkansas, and, also, that part of the United States east of the Mississippi River, and not within any State, to which the Indian title has not been extinguished," shall, "for the purposes of this act, be taken and deemed to be the Indian country." Why, I repeat, does not this description apply to Alaska with mathematical precision of certainty? Is not Alaska a part of the United States west of the Mississippi?

Moreover, it seems to be mistakenly supposed that "the Indian country," in the acts of Congress, is inclusive or exclusive of certain political boundaries of organization. Not so. It applies in general to such portions of the acquired territory—I repeat the word, *acquired* territory—"of the United States, as are in the actual occupation of Indian tribes, and wherein their title of occupancy has not been extinguished, either by cession to the United States or to individuals with sanction of the United States."

"The Indians are acknowledged to have an unquestionable, and, heretofore, unquestioned, right to the lands they occupy, until that right shall be extinguished by a voluntary cession to our Government." (The Cherokee Nation *vs.* The State of Georgia, 5 Peters, p. 17.)

There are upward of sixty thousand (60,000) Indians in Alaska Territory, dispersed in numerous tribes and bands.

Whatever may have been the legal status of these Indians under the imperial government, it will not be contended, it is presumed, that, so far as the United States is concerned, the Indian title has been extinguished either by cession to the United States or otherwise. Indeed, March 3, 1871, Congress forbade future treaties with Indian tribes.

In an opinion delivered December 10, 1872, by the United States district judge for the district of Oregon, while deciding adversely on the main question, on the ground that the act of 1834 is a *local* act, Judge Deady uses this language: "I can see no good reason why any *general* law of the United States does not become in force at once, in any country *acquired* by it, *without reference to the time of its passage*."

The United States district attorney, in that case, maintained "that Alaska is a part of 'the Indian country,' because it is inhabited by Indians, and because the *act defining 'the Indian country' and regulating trade and intercourse with Indians*, and all other acts of Congress not locally inapplicable, were extended over the country, *proprio vigore*, as soon as it was *acquired* from Russia."

So far as its provisions are applicable to new territory, the act of 1834

is a general law. "The application of this, as of any other general law, is a question of the subject-matter."—Cushing. It would be just as reasonable to say that the revenue laws of the United States were not general laws. The moment the United States acquired the Territory of Alaska, all general laws of the United States, so far as applicable, "by their nature, subject-matter, or general tenor," were *ipso facto* in force in Alaska.

In the Supreme Court of the United States, in the case *Cross vs. Harrison*, (16 Howard, p. 164,) this question was presented: Whether upon the ratification of the treaty for the cession of California the existing several laws came into operation so as to regulate the rate of duties on imported goods without any act of Congress declaring their will in that respect, and creating collection-districts. The court held "that the ratification of the treaty made California a part of the United States, and that, as soon as it became so, the Territory instantly became subject to the acts which were in force to regulate foreign commerce with the United States."

The argument was urged in that case that the revenue laws applied only to the territory under our jurisdiction when they were passed, until Congress, by creating collection-districts in the new territory, or some other act of the same nature, had manifested its will that the laws should be thus applied. That argument was overruled by the court, and reasoning by analogy, the adverse argument in this case, which is precisely identical, viz, that the act of 1834 is restricted in its operation to the region of country west of the Mississippi, *at the time of the passage of the act*, would be overruled, in respect to commerce with the Indian tribes in Alaska.

In a letter, dated January 30, 1869, concerning the alleged habitual encroachment of the agents of the Hudson Bay Company upon the trade and Territory of Alaska, addressed to Hon. John M. Schofield, Secretary of War, the late Secretary of State, Mr. Seward, writes: "I understand the decision of the Supreme Court of the United States in the case of *Harrison vs. Cross*, (16 Howard, 164-202,) to declare its opinion that upon the addition to the United States of new territory, by conquest and cession, the acts regulating foreign commerce attach to and take effect within such territory *ipso facto* and *without any fresh act of legislation* expressly giving such extension to the pre-existing laws. I can see no reason for a discrimination in this respect between acts regulating foreign commerce and the laws regulating intercourse with the Indian tribes; there is, indeed, a strong analogy between the two subjects. The Indians, if not foreigners, are not citizens, and their tribes have the character of dependent nations under the protection of their government. As Chief-Justice Marshall remarks, delivering the opinion of the Supreme Court in *Worcester vs. The State of Georgia*, (6 Peters, 557 :) 'The treaties and laws of the United States contemplate the Indian territory as completely separated from that of the States, and provide that all intercourse with them shall be carried on exclusively by the Government of the Union.' The same clause of the Constitution invests Congress with power 'to regulate commerce with foreign nations, * * * and with the Indian tribes.' The act of June 30, 1834, (4 Stat., 729,) defines the Indian country as, in part, 'all that part of the United States west of the Mississippi and not within the States of Missouri and Louisiana or the Territory of Arkansas.' This, by a happy elasticity of expression, widening as our dominion widens, includes the territory ceded by Russia."

And here allusion may be permitted to the question: Whether the

act of July 27, 1868, does not *de facto* extend the act of 1834 over Alaska? By section first of that act "the laws of the United States relating to customs, commerce, and navigation" were extended over that country, and this language, taken unqualifiedly, is broad enough to carry with it the laws regulating "trade and intercourse" with the Indian tribes in Alaska.

The power to regulate commerce, as stated above, is conferred upon the National Government by the Constitution (art. 1, sec. 8, par. 3) in the same language and upon the same terms in the case of "foreign nations," "the several States," and "the Indian tribes." It is under this clause that Congress exercises the power to regulate trade and intercourse with the Indian tribes, as well without as within the Indian country. *United States vs. Cisna*, (1 McLean, 260;) *United States vs. Holliday*, (3 Wallace, 416) In the leading case of *Gibbons vs. Ogden*, (9 Wheaton, 189,) Chief-Justice Marshall says: "Commerce, undoubtedly, is traffic, but it is something more: *it is intercourse.*"

Unless, then, there is something in the circumstances of the case or in the act from which it appears that Congress did not intend to use the phrase "laws relating to commerce" in an unqualified sense, it follows that the act of 1834 is in force in Alaska, as a regulation of commerce with the Indian tribes therein."

The fact that Congress—"apparently assuming" that territory acquired since the passage of the act of 1834, in the case of Utah, New Mexico, Oregon, &c., was not within the limits of "the Indian country" as described in said act—has extended the laws regulating trade and intercourse with Indian tribes, or such provisions of the same as are applicable, over the Indian tribes in said Territory, should not have weight as an adverse argument in this matter, since I believe it to be capable of demonstration that Congress has not so legislated through any doubt on its part that the general laws of the United States, on the acquisition of new territory, by the *act itself* of cession or conquest, immediately are in force, so far as they are applicable, in the new territory, but, as in the case of Oregon, to settle definitely and speedily disputed questions, which had arisen among frontiersmen in said Territory originating in encroachments upon the Indians by the whites, and probable retaliation on the part of the Indians. Like acts to quiet titles, these various extension acts were to quiet a conflict of races upon the frontier. They gave *beyond peradventure* law and judicial jurisdiction to a region of country in which frontiersmen, through self-interest or ignorance, contended there was no law but their own wills.

Upon this point Judge Deady, in the opinion, (*supra*,) says: "It has been so common the habit of Congress upon the acquisition of territory to specially extend the laws of the United States over it, that an impression seems to prevail that without such action these laws would not affect territory *acquired after their passage.*" And then follows the language quoted above: "For my own part, I see no good reason why any general law of the United States does not become in force at once, in any country acquired by it, *without reference to the time of its passage.*"

I do not conceive that the understanding of the framers of any law (opinion of Attorney-General Williams, dated August 12, 1875) can have an important bearing upon the question of its interpretation, unless that understanding is so clearly consistent with the manifest interpretation of the law as to leave no room for doubt. The object or intent of any action may be clearly understood; but the consequences of the act may be vastly different from what the actor intended or anticipated.

Attorney-General Williams says, "In the report [of committee] just

cited, it is remarked with reference to the Indian country as defined in the first section of that act: "On the west side of the Mississippi its limits can only be changed by legislative act." This expression is surplusage and irrelevant, for it has already been shown that the terms of the very act are not restrictive, but include within its ample provisions "all that part of the United States west of the Mississippi" *now* as then.

The conclusions, as a result of their reasoning, at which the Commissioner of Indian Affairs and the judge-advocate, Major Curtis, in considering the act of March 3, 1873, have arrived, viz: That "Congress, by providing that sections 20 and 21 of the act of 1834 *should* be in force in Alaska, implied that the remaining provisions of that act *should not*," show that they—as also Attorney-General Williams—are not aware of the cause which instigated the passage of that act. In the opinion (*supra*) dated December 10, 1872, declining jurisdiction over offenses committed in Alaska, Judge Deady decided that the jurisdiction of the district court for the district of Oregon, "over offenses committed in Alaska, is conferred by section 7 of the act of July 27, 1868, and by such section confined to violations of that act and of the laws 'relating to customs, commerce, and navigation.'"

Congress thereupon was requested to pass the act of March 3, 1873, amending the first section of the act of July 27, 1868, so as to embrace sections 20 and 21 of the act of 1834 in the act of 1868, because, then, under Judge Deady's own decision, by the seventh section of the act of 1868, the United States district court for Oregon *would have jurisdiction* of the offenses named in said sections committed in Alaska. Whether sections 20 and 21, or any other sections of the act of 1834, were in force in Alaska or not was not presented to Congress for its consideration, or acted upon by Congress; but it was requested to enact a law simply to fix the question of *jurisdiction* of the United States district court for Oregon over offenses committed in Alaska.

Of this fact I am aware, because the initiatory steps to secure this legislative action were taken by the late General Canby, December 13, 1872, and on account of the opinion (*supra*) of Judge Deady, declining jurisdiction.

And just here it may be remarked that the act of March 3, 1873, is not found in the Revised Statutes of the United States. In its stead appears the *original* first section of the act of July 27, 1868; the words, "and sections 20 and 21 of an act to regulate trade and intercourse with Indian tribes and to preserve peace on the frontiers," approved June thirtieth, eighteen hundred and thirty-four," through oversight or design, have been omitted. (See section 1954.)

The third article of the treaty with Russia, in which article alone reference is made to Indians, reads: "The inhabitants of the ceded territory, according to their choice, reserving their natural allegiance, may return to Russia within three years; but if they should prefer to remain in the ceded territory, they, with the exception of uncivilized native tribes, shall be admitted to the enjoyment of all the rights, advantages, and immunities of citizens of the United States, and shall be maintained and protected in the free enjoyment of their liberty, property, and religion. *The uncivilized tribes will be subject to such laws and regulations as the United States may, from time to time, adopt in regard to aboriginal tribes of that country.*"

The exception "uncivilized native tribes," in this article, merely restricts the word "inhabitants," and is not material to the question. The text of the article italicized is all that can be construed as in any manner pertinent to the question, and I am unable to see why this sen-

tence might not have been omitted from the treaty. It seems to have been added to the article to finish some incomplete conception connected with the use of the words "uncivilized native tribes," in the exception. It certainly adds nothing to the force of the treaty. It is a mere statement of a self-evident truth. The Constitution "confers on Congress the powers of war and peace, of making treaties, and of regulating commerce with foreign nations, and among the several States, and with the Indian tribes. These powers comprehend all that is required for the regulation of our intercourse with the Indians. They are not limited by any restrictions on their free actions. * * * The treaties and laws provide that all intercourse with Indians shall be carried on exclusively by the Government of the Union. * * * From the commencement of our Government Congress has passed acts to regulate trade and intercourse with the Indians." (Worcester *vs.* The State of Georgia, 6 Peters, pp. 557-'9.) The acts of Congress regulating trade and intercourse with Indians were extended over Alaska, *proprio vigore*, as soon as it was acquired from Russia. It was then a physical necessity—the "uncivilized native tribes" passing by the act of cession under the ægis of the general laws of the Government not locally inapplicable—that "such laws and regulations as the United States may, from time to time, adopt," should regard *the future*, as Major Curtis remarks.

The treaty left the Alaska Indians precisely in the same condition as are all our Indians to-day, "subject to such laws and regulations," under the Constitution, "as the United States may, from time to time, adopt in regard to" them.

I do not comprehend that fine, metaphysical, vague reasoning which regards Alaska as Indian country in one case, but *perhaps* not in another case. If one desires to introduce liquor, it *is* Indian country; if he does not it *is not* Indian country, or doubtful. This method of reasoning calls to mind the interview between Hamlet and Polonius. Yonder cloud has the shape of a camel, weasel, or whale, depending upon the medium through which it is seen. Alaska is Indian country, or not, according to the stand-point from which it is viewed. My opinion is that Alaska *is* Indian country, or *it is not* Indian country. If it is Indian country for any purpose it is Indian country for all.

The reasoning of my opponents would leave the Indians in Alaska utterly without law and protection, except as provided in the act of July 27, 1868, as it was made to read by the act of March 3, 1873.

I think it then unquestionable—though it may seem presumptuous to question such distinguished authorities—that Alaska is Indian country within the meaning of the Indian trade and intercourse laws, and that the new Territory became a part of the Indian country June 20, 1867.

How far the act of 1834 or any of its provisions may be superseded or affected by the sections of the Revised Statutes, title 28, Indians, I do not purpose to inquire; still it may be remarked that several of these sections, 2058, 2062, 2066, 2111, 2128, 2136, (and perhaps others,) published in Captain Campbell's orders, are not limited to "the Indian country," whatever that may be, but have application *prima facie* wherever within the limits of the Federal domain the subject-matter exists.

Nearly, if not quite, all the provisions of the act of 1834 are included in the Revised Statutes, and it is well to notice that section 5595 expressly states that the "seventy-three titles embrace the statutes of the United States *general and permanent* in their nature."

The legality of the orders, Nos. 96, of July 12, and 110, of August 19, 1875, of Captain Campbell, post commander, (and Indian agent,) Sitka, Alaska Territory, in my judgment cannot be questioned. I do not

think the post commander has exceeded his authority. It is "the law and not the publication thereof that is at fault." I advise, however, that the post commander at Sitka be instructed to revoke these orders.

It is presumed the General Government would gladly see a hardy, enterprising, and industrious people forming permanent homes in the new Territory, and by wise and fostering legislation would encourage its early settlement. The rigid enforcement in Alaska of some of the provisions of the Indian trade and intercourse laws would operate rather to encourage monopolies, drive away settlers, and depopulate the Territory. The applicability of these laws may be considered in two senses. In a legal sense their applicability in Alaska is, in my judgment, clear and certain. In the sense of *the wisdom of the enforcement* of some of their provisions in Alaska, I am of opinion that they are wholly inapplicable, and for the reasons just stated. I think their attempted enforcement as contemplated by the orders of the post commander at Sitka is at least not advisable; from my stand-point, it is injudicious and unwise, as tending to a severity of military rule not demanded by the condition of affairs in that country. So long as the inhabitants, including Indians, are generally peaceable and orderly, let the country drift, until Congress shall provide a government therefor to be administered by civil authority.

With reference to the collateral question raised by the judge-advocate of the Department of California, whether spirituous liquor or wine can lawfully be introduced into the Territory of Alaska by order of the War Department or any person duly authorized thereunto by the War Department, *except such supplies are intended for the officers of the United States and troops of the service*, and relative to which he remarks, "it is dubious, in my opinion, whether that practice can be justified under a rigid or even a fair construction of the law as it stands;" and, "further legislation by Congress is required to legalize the contrary practice which now obtains," the opinion of Attorney-General Williams is believed to be correct, and sanctioned by law.

The phrase "except such supplies as shall be necessary for the officers of the United States and troops of the service," in the twentieth section of the act of 1834, does not appear in the amendatory acts of February 13, 1862, and March 15, 1864, which are, so far as the point in issue is concerned, substantially the same.

The act of March 15, 1864, is really a substitute for the entire twentieth section of the act of 1834, and in effect worked a repeal of all parts of the original section in conflict therewith. The act of 1864 replaced the original twentieth section of the act of 1834, and became a part of said act, and when Congress, March 3, 1873, amended the first section of the act of July 27, 1868, it extended the *amended* section 20 (now a part of the original act) "to and over all the main-land, islands, and waters" of the Territory of Alaska.

Indeed, the question of jurisdiction, by the United States district court for Oregon, of criminal offenses in Alaska, (*supra*), turned upon the ruling by the court that the amendatory act of March 3, 1873, became a substitute for or replaced the first section of the act of July 27, 1868, and consequently, the act having been so amended, the seventh section of the original act conferred upon the district court of the United States for Oregon jurisdiction of violations of sections 20 and 21 of the act of 1834 in Alaska.

Therefore, when Congress passed the act of March 3, 1873, the *original* twentieth section had no legal existence. It was as if expunged from the statute-book; and in its place appeared the act of March 15, 1864, as *the* twentieth section of the act of 1834.

The act of March 3, 1873, did not revive, *vivify*, the original twentieth section, but extended the twentieth section of the act of 1834 as the act existed or read March 3, 1873.

Unless by an utter disregard of all the rules applicable to the interpretation of statute law, the question cannot be regarded as doubtful.

However, whether the opinion of the Attorney-General Williams, and the views here expressed, are sound and logical or not, the question is definitely and conclusively settled beyond dispute, now, by the act of Congress, approved June 22, 1874—the Revised Statutes of the United States—in which act the amended section is re-enacted, the phrase “except such supplies as shall be necessary for the officers of the United States and troops of the service,” having been omitted. Section 2139, and see marginal reference, (March 15, 1864.)

Respectfully submitted.

H. CLAY WOOD,
Assistant Adjutant-General.

Brig. Gen. O. O. HOWARD,
Commanding.

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,
San Francisco, January 3, 1876.

Respectfully forwarded to the Adjutant-General, inviting attention to the conflicting opinions expressed in the reports of the judge-advocate Department of California and assistant adjutant-general Department of the Columbia.

I do not think it incumbent upon me to even express an opinion upon the subject; but I have no hesitation in recommending that Congress provide by law, for the Territory of Alaska, a government suited to its condition.

J. M. SCHOFIELD,
Major-General.

BRIDGE ACROSS THE HARBOR OF SAINT JOSEPH, MICH.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with the House resolution of the 14th ultimo, the report of engineer officers upon the location of a bridge across the harbor of Saint Joseph, Mich.

MARCH 1, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT, *February 28, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with its resolution of the 14th instant calling for the same, copy of a report of a board of engineer officers upon the location of the bridge across the harbor of Saint Joseph, Mich.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., February 25, 1876.

SIR: The resolution of the House of Representatives of February 11, 1876, "that the Secretary of War be, and hereby is, requested to transmit to this House a copy of the report of the board of engineer officers recently convened at Saint Joseph, Mich., to examine and report upon the location of the railroad-bridge across that harbor, and its effect upon navigation," referred to this Office for report, is herewith respectfully returned, with a copy of the report called for.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brig. Gen. and Chief of Engineers.

Hon. W. W. BELKNAP,
Secretary of War.

2 BRIDGE ACROSS THE HARBOR OF SAINT JOSEPH, MICH.

Report of board of engineers convened by the following :

[Special Orders No. 107.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, June 1, 1875.

[Extract.]

* * * * *

6. A board of engineers, to consist of Maj. D. C. Houston, Maj. G. L. Gillespie, Maj. S. M. Mansfield, is appointed to meet at Saint Joseph, Mich., on the 10th day of June, 1875, or as soon thereafter as practicable, to examine the harbor of Saint Joseph, and the construction of the railroad-bridge across the said harbor, and report whether the bridge materially affects the commerce of said harbor, and, if so, in what manner its construction can be modified.

The junior member of the board will act as recorder.

* * * * *

By order of the Secretary of War.

E. D. TOWNSEND,
Adjutant-General.

Official :

L. H. PELOUZE,
Assistant Adjutant-General.

The board met in Saint Joseph, Mich., June 10, 1875, in pursuance of the above order ; present, all the members.

The senior member laid before the board a copy of the joint resolution of the legislature of Michigan, approved April 16, 1875, asking the Secretary of War of the United States to cause an examination of the harbor of Saint Joseph, Mich., with reference to a modification of the railroad-bridge across the harbor at that place.

Major Mansfield, the officer in charge of this harbor, presented to the board a tracing of a survey made under his direction in May, 1875, covering the railroad-bridge, the river above to the wagon-road bridge, and, below, the river and its outlet into Lake Michigan ; also, copies of all papers in his possession bearing upon the subject under investigation.

The board, after examining the plans and making a personal examination of the harbor, find that the railroad-bridge across the harbor has two draws, having each a span of 60 feet and distant from each other about 300 feet. In the south channel there is a depth of 12 feet, and in the north channel 5 feet. This latter channel is used only for small vessels. The bridge is only 1,700 feet from the mouth of the harbor, and is directly exposed to northwesterly gales, the effect of which, in the opinion of the board, renders it difficult for sailing-vessels to make the passage through the bridge at such times. Vessels are thus confined to a narrow passage of 60 feet in a sea-way. It was doubtless an error to place the draws so far apart ; with a swinging-bridge supported on a center pier, vessels could have a choice to pass on either side.

It is stated that on account of this bridge the harbor has ceased to be used as a harbor of refuge ; on the other hand it appears that, owing to the accretion on the north side of the harbor and the drift of sand to the south, a bar forms every year beyond the harbor-piers, which is only cut away in freshets. This may account for the fact that the harbor is not used so much as formerly. The north pier has not been extended since 1863, and its extension has now become necessary in accordance with the project adopted for the improvement of the harbor the present season. The extension of this pier in accordance with the plan as shown in the accompanying tracing will protect the channel between the piers, causing smoother water at the bridge and to some extent diminish the evil effects of the bridge.

The board is of the opinion that the importance of this harbor and the proper convenience of navigation demands a modification in the plan of this bridge, and would suggest that there be substituted for the present south draw, a bridge, swinging horizontally on the center, with a clear span on each side of the center pier of 75 feet, located as shown in the accompanying tracing, and that the Chicago and Michigan Lake Shore Railroad Company be requested to submit a plan for a bridge conforming to these conditions for the approval of the honorable Secretary of War.

NOTE.—Tracing showing proposed pier-extension, with location of new draw-bridge.

D. C. HOUSTON,

Major of Engineers, Bvt. Col.

G. L. GILLESPIE,

Major of Engineers, Bvt. Lt. Col., U. S. A.

S. M. MANSFIELD,

Maj. of Engineers, Bvt. Lt. Col., U. S. A.,

Member and Recorder.



CHESAPEAKE AND OHIO CANAL.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with the provisions of the river and harbor act of March 3, 1875, the report of Maj. W. E. Merrill, on continuation and completion of Chesapeake and Ohio Canal.

MARCH 2, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT, *February 29, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with the requirements of the river and harbor act of March 3, 1875, report of Maj. W. E. Merrill, Corps of Engineers, upon the continuation and completion of the surveys and estimates for the extension of the Chesapeake and Ohio Canal.

WM. W. BELKNAP,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., February 26, 1876.

SIR: To comply with the requirements of the river and harbor act of March 3, 1875, I beg leave to submit herewith a copy of a report to this Office, from Maj. Wm. E. Merrill, Corps of Engineers, upon the continuation and completion of the surveys and estimates called for by the act of June 23, 1874, for the extension of the Chesapeake and Ohio Canal, from Cumberland to the headwaters of the Youghiogheny River, and the further continuation of the route by slack-water navigation along that stream to its mouth.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brig. Gen. and Chief of Engineers.

Hon. W. W. BELKNAP,
Secretary of War.

SURVEYS FOR THE EXTENSION OF THE CHESAPEAKE AND OHIO CANAL.

UNITED STATES ENGINEER OFFICE,
Cincinnati, Ohio, February 10, 1876.

GENERAL: I have the honor to submit the following report on the surveys ordered in the appropriation bills of 1874 and 1875 for the extension of the Chesapeake and Ohio Canal.

The appropriation act approved June 23, 1874, ordered surveys and estimates on "a route from the mouth of the Youghiogheny River, to continue the slack-water navigation up said river to its headwaters at the foot of the Allegheny Mountains, thence by canal to Cumberland, intersecting there the Chesapeake and Ohio Canal."

The sum allotted for this survey was insufficient to complete it; and, at the close of the field-work, the canal-line had only been located from Cumberland to a point two miles north of Ohio Pyle, a total distance of eighty miles, leaving unsurveyed fifteen miles of canal and twenty-five miles of river. These facts were fully set forth in my preliminary report dated January 23, 1875, (Ex. Doc. 19, part 4, Senate, Forty-third Congress, second session,) in which I requested an additional allotment of \$20,000, in order to complete the survey, to gauge the streams, and to locate and design the necessary reservoirs.

In the appropriation act approved March 3, 1875, an allotment of \$10,000 was made "for completing the survey and estimates of the route from the mouth of the Youghiogheny River, to continue the slack-water navigation up said river to the headwaters at the foot of the Allegheny Mountains, thence by canal to Cumberland, intersecting there the Chesapeake and Ohio Canal."

In accordance with your orders, half of this sum was assigned to the completion of the Wills Creek line and the other half to a survey up the north branch of the Potomac, to the mouth of Savage River, there connecting with the line surveyed in 1873, and reported in my report of March 20, 1874. (Report of Chief of Engineers for 1874, part 1, p. 493.)

I was fortunate enough to again secure the services of Col. Thomas S. Sedgwick, late of the volunteer army, who had made the previous surveys. His very elaborate report and maps are herewith submitted. No pains have been spared to determine the exact quantities needed for the various necessary structures, and, after much study and examination, I have no hesitation in adopting the quantities and estimates which he has so carefully prepared.

WILLS CREEK ROUTE.

My instructions to Colonel Sedgwick were to survey the Wills Creek route for a first-class canal in all respects; and as this route was one that by its position must necessarily be competitive as a through transportation route with that by way of the James and Kanawha Rivers, I directed him to adopt, for locks and canal trunk, the dimensions already chosen for that line; these are 120 by 20 for locks, and 70 feet for width of water-surface of trunk, the depth throughout being 7 feet. It is proper to add, that the lock in question is 10 feet longer and 2 feet wider than those now in use on the Erie Canal. It seemed quite evident that the route from Cumberland to Pittsburgh could have little claim for national aid unless it should prove practicable for a canal of the width and depth necessary for the most economical transportation. I am happy to state that I believe that such a canal is practicable on this line, although it was impossible to make the special studies for water-supply that are necessary before such a statement can be made with absolute certainty.

The trunk of the canal has been maintained at its standard width and depth throughout the whole length of the canal, except in tunnels, at aqueducts, and along the face of certain steep cliffs, where the excavation of the full width of trunk would have been onerously costly.

The chief works of special interest are the summit-tunnel, the inclined planes, the aqueducts, and the passage of "The Narrows." These will be mentioned in their order, but as an adequate supply of water is the prime necessity for a canal, it seems proper to discuss this question before giving the details of construction.

WATER-SUPPLY.

The first point to be settled is the amount of water required, after which comes the question of the source from whence it is to be obtained. The manner of determining the necessary quantity for the use of the canal is given in detail in Colonel Sedgwick's report. That portion of his report which discusses the water-supply is our joint work, and therefore it is not necessary to repeat it here. It will suffice to state that we concluded that a supply of 42 feet per mile per minute should suffice for all the needs of the longitudinal slopes, except that an extra supply will be needed for that part of the canal on the eastern slope lying below Jennings's Run. Whatever additional supply is required on the western slope can readily be obtained from the Castleman River, and needs no special discussion. For the summit-level a supply of $87\frac{1}{2}$ cubic feet per running foot in twenty-four hours, which is equivalent to 320.8 cubic feet per mile per minute, is needed on the supposition of 150 lockages per day.

Owing to the exhaustion of the appropriation for the survey, it became impossible to make an exact location and plan for the summit-reservoir, and even had there been funds available, such gaugings of the streams as we might have made would not have been very useful, on account of the unusual amount of wet weather during last summer. On both of these points we are still compelled to use the data collected in 1826, but I believe that they can yet be used with safety. The reservoir-sites are still available, with slight changes, and the only point on which doubt can fairly arise is on the subject of the rain-fall. The cultivation of the mountain-tops may have slightly lessened the amount that can be gathered; but I hardly think the conditions have been sensibly changed since the first surveys were made.

In determining the allowance to be made for losses, I have followed Inspector-General Graeff, of the *Ponts et Chaussées*, whose discussion on canals, as given in his report on the Marne-Rhine Canal, is the latest and most thorough that I have been able to find. I insert several translations from his work, both because they have been the basis of the work on this survey, and also on account of their intrinsic value, and because I believe them to be unfamiliar to American engineers.

The profiles of the majority of canals show a highest level, with slopes descending on either side. This highest level is usually called the summit-level, and the slopes are designated as the longitudinal slopes, to distinguish them from the side slopes of the trunk. A longitudinal slope always ends when it strikes a summit or a bottom level; or, in other words, whenever the grade reverses, changing from ascending to descending, or *vice versa*. This distinction is important, as a reversion of grade is always necessarily accompanied by an entirely new arrangement for feed-water. It is a peculiarity of the Chesapeake and Ohio Canal (including the extension) that it has but one summit-level, no bottom level, and but two longitudinal slopes.

A summit-level must have water enough to supply its losses by filtra-

tion, evaporation, leakage, &c., and also to fill the locks at either end whenever boats enter or leave the level. The longitudinal slopes only need water enough to supply the losses from natural causes, as the water which a boat brings with it from the summit-level will carry it throughout the whole length of the slope. An exception, however, must be made of boats that ascend a slope and return without going up to the summit-level; every such boat uses a lockful of water from the highest level which she reaches, which lockful is not replaced by her passage into the next higher level, and must, therefore, be made good in some other way. It should also be stated that the summit-level must also provide for the losses from natural causes of those portions of the adjacent longitudinal slopes that lie above the nearest feeders on these slopes.

The following translation from Graeff (*Construction des Canaux et des Chemins de fer*, Paris, 1861) is believed to be the most complete report on water-supply that has yet appeared in print. It may be well to add in explanation that the Marne-Rhine Canal unites the valleys of these two rivers, and forms a water-communication between Paris and Strasbourg. All dimensions and quantities given in the original report have been transformed to correspond with the English system.

WATER-SUPPLY.—GENERAL CONSIDERATIONS.

The Vosges summit-level has, as has already been mentioned, a total length of 18.3 miles, and the Rhine slope, which begins at its lower end, has a total length of thirty-seven miles. The Moselle slope, which joins at the upper end of the summit-level, has a total length of 34.8 miles. The two slopes of the canal, which are fed by this summit-level, are, therefore, nearly equal in length, and their total length is nearly four times that of the summit-level.

Brisson, in his preliminary project for the canal from the Marne to the Rhine, had even then a presentiment that it would be necessary to provide numerous feeders for the descending branches; but, in accordance with the ideas of his time, he was led especially to concentrate on the summit-levels the chief resources for feeding. Thus in all that part of the canal traced in the Sânon Valley, (Moselle slope,) which was to be about twenty-five miles long, he supposed that feeding would be accomplished by means of the Vosges summit-level,* for he only mentions incidentally a feeder from the Sânon. For the Rhine division, he admitted that the first feed-water would come from the Zorn above Lützelbourg, about two and a half miles from the summit-level; the second, from the Rohrbaëchel, near Hohfelden; that is, at 21.7 miles from the summit-level; and the third, from one of the branches of the Zorn, near Brumath, or at a distance from the summit-level of 29.2 miles; which placed the feeders on the Rhine division at distances apart of two and a half, nineteen, and seven and a half miles.

From the commencement of work on the canal, in 1839, until 1847, but little attention was paid to the feeding of the Rhine slope. A plan for feeding from the Mosselbach, a tributary of the Zorn, near Dettwiller, was presented in 1847, during our former service on the canal; but the authorities in charge, with a wise reserve, refused to approve any isolated plan before a complete plan for feeding the Rhine slope had been studied. This study was undertaken in accordance with a decision of the minister of public works, dated March 8, 1848. M. Jaquiné, who was then chief engineer of the canal, admits, as a principle, that, except in case of a notable advantage in cost, feeders from tributaries must be given up, and those which may be considered necessary must be established on the Zorn itself; besides, that it is better to make a larger number of feeders and to expect less from them. This system is the least injurious to the mills on the water-course,† while at the same time it is, as M. Comoy has proved, the most convenient and the best for feeding the canal.

The examinations were made by M. Molard, M. Guerre, and ourself during the respective services which we all three had as resident engineers (*ingénieurs ordinaires*) in 1848, and from them it appeared that five feeders could be taken from the Zorn on the Rhine slope: the first at the Hoffmühl Mill; the second near the Mungelbaëchel Run, between Lützelbourg and Saverne; the third at the head-race (from the Zorn) of the La Rondelle Mill, between Saverne and Steinbourg; the fourth near the Lupstein Mill; and the fifth near the Münchmühl Mill opposite Brumath. (See the general plan,

* Those who wish to know in detail the resources of this summit-level, will find them given in our article on the Gondrexange Pond, inserted in the *Annales des Ponts Chaussées*, (1856.)

† This will be clearly demonstrated farther on.

Fig. 1, Plate A.) Besides these feeders others could be taken from the Mosselbach and the Rohrbaëchel. These examinations, which were finished in 1848, were not followed up, as the appropriations for the canal were so reduced by political events that there was no hope of letting in water so soon. When we took charge in 1851, under the orders of Inspector-General Collignon, of the service of the third subdivision, including the Vosges summit-level and the Rhine slope, our first study had to be the plan for the complete feeding of this portion of the canal. We therefore had to re-examine this subject more closely. Let us now indicate the results of these examinations as far as concerns the Rhine slope.

FEEDERS FROM THE ZORN ON THE RHINE SLOPE.—PRINCIPLES ON WHICH THEY WERE CONSTRUCTED.—VARIOUS DETAILS.—CONSUMPTION OF WATER.

Article 1.—General considerations.

The Zorn, as gauged just above the Hoffmühl Mill, (see the map, Fig. 1, Plate A,) does not give less than 1,625,000 cubic feet in twenty-four hours during low water, and 4,240,000 cubic feet during average stages; besides, its discharge increases rapidly as we recede from its head springs; a little below Steinbourg it receives quite a large affluent, the Zintzel. At Brumath the Zorn gauges nearly 7,000,000 cubic feet in twenty-four hours in low water, and does not afford less than 14,000,000 cubic feet in average stages; we see at once what a supply we have for feeding.

The final examinations showed that feeders could be established, at slight expense, since there was nothing to prevent so near an approach to the sources of supply as to make feeding as easy and as regular as could be desired. We mentioned above that this system of feeders at short distances was not only advantageous as far as concerned the feeding of the canal, but also in respect to the damages caused to the mills on the stream from which the water-supplies are taken. This can easily be demonstrated.

Suppose that a certain length of a given canal can be fed by a feeder furnishing an average cube, A , of water in twenty-four hours; let p be the cost of constructing this feeder. All the mills situated below this feeder will undergo the loss of this same volume of water, and if D represents in money the average damage that will result to each mill, and m represents the number of mills, the total damage will be $m D$.

Suppose, now, that instead of one feeder we make two, together discharging in twenty-four hours the same average cube, A , just supposed to be discharged under the supposition of a single feeder; suppose, besides, that between these two feeders there are n mills, and that the average damage experienced by each one of these n mills is d ; the total damage for the n mills will evidently be $n d$, and only the $m - n$ mills situated below the second feeder will experience each one the average damage D . Moreover let us designate by P the cost of constructing the two feeders. In order that the cost of the two systems (that of supplying by one and by two feeders) should be the same, we must evidently have the following condition between these different quantities:

$$p + m \cdot D = P + n d + (m - n) D$$

whence

$$P - p = n (D - d)$$

When $P - p$ is greater than $n (D - d)$ it will be advantageous, as regards cost, to have only one feeder to feed the given length of canal. When $P - p$ is smaller than $n (D - d)$ there will, on the contrary, be an advantage in feeding the same length with two feeders. As feeding is easier and more regular in proportion to the number of feeders, it follows that we ought always to adopt the second system when it does not cause expenditures notably greater than the first. Moreover, let us remark that the more important and the closer together are the mills, the more chances there are that the system of numerous feeders, each taking but a small quantity of water, will be the more advantageous; for these feeders, being then narrow and very short, are not expensive, and the sum of the damages to the mills is the minimum, while, if we take, at the head and at once, all the water that these feeders take in succession, and, so to speak, in detail, all the mills will suffer the maximum of damage. As, on the other hand, it is almost impossible to foresee exactly the amount of indemnity to be paid to mills, and as the decision on this point is dependent on the hazards of a report by experts, we must conclude that it is always more sure and more economical in all respects, when an important water-course is in question, to make feeders close together, since the feeding of the canal gains at the same time as the manufacturing interest.

It is in accordance with these principles that the feeders of the Rhine slope have been arranged, and the decision of June 17, 1852, in regard to feeding the Vosges summit-level and the Rhine slope, made in accordance with the propositions of the project for water-supply, which we prepared on the 12th of November, 1851, finally permitted the establishment on this slope of five feeders supplied by the Zorn: The first, near the Hoffmühl Mill, was to flow into the nineteenth level; (see the map, Fig. 1, Plate A;) the second, located opposite the Mungelbaëchel Run, between Lützelbourg and Saverne, was to enter the twenty-seventh level; the third was to draw its supply from the race

of La Rondelle Mill, which draws from the Zorn, between Saverne and Steinbourg, and was to enter the thirty-sixth level; the fourth and fifth feeders were to draw from the Zorn at the ponds of the Lupstein and the Münchmühl Mills, near Brumath, and were to empty into the forty-first and the forty-seventh levels.

The detailed plans for these feeders were prepared and immediately carried out. However, the construction of the La Rondelle feeder was postponed, so that at present there are but four feeders on the Rhine division. The feeding at La Rondelle did not seem necessary in view of the experience acquired in supplying the canal since November, 1852.

The following table shows the positions of the feeders of the Rhine slope in relation to the summit-level, and in order to make it complete, we have added those of the summit-level itself as they are to-day, together with their respective distances. This table recapitulates all the feeders constructed on the third subdivision since we had charge of it:

Names of feeding places and points on the canal.	Abscissas of feeding places or of points on the canal referred to the head of the summit-level, round numbers.	Distances between the feeding-places or points on the canal, round numbers.	Remarks.
	Miles.	Miles.	
Head of summit-level.....			
First feeding, from the Gondrexange Pond.	2.7	2.7	These three are the principal feeding-points of the Vosges summit-level.
Second feeding, from the Gondrexange Pond.	4.4	1.7	
Mouth of feeder from the Sarre..	11.1	6.7	
Feeding from Wesbach Run.....	12.2	1.1	These three feedings are of no great importance to the summit-level, but they cost almost nothing, the streams being easily turned so as to fall into the canal, and yet they render some service; they can yield from 50,000 to 70,000 cubic feet in 24 hours in low water, and from 175,000 to 210,000 cubic feet in average stages.
Feeding from Unterzess Run, above the Arschwiller tunnel.	16.3	4.1	
Feeding from the Teigelbach at the exit from the Arschwiller tunnel.	18.1	1.8	
End of summit-level, lower end of lock No. 1.	18.3		
Feeding from the Zorn at Hoffmühl.	20.7	2.4	Enters the nineteenth level just below the ramp of lock No. 18. The abscissa is measured to the lower end of the lock where the feed-water first enters.
Feeding from the Zorn at Mungelbaechel.	25.1	4.4	Enters just below the ramps of lock No. 26. The abscissa is taken to the lower end of the lock.
Feeding from the Zorn at Lupstein.	36.6	11.5	Enters just below the ramps of lock No. 40; the abscissa is taken to the lower end of the lock.
Feeding from the Zorn at Münchmühl.	44.4	7.8	Enters just below the ramps of lock No. 46; the abscissa is taken to the lower end of the lock.
Lower end of lock No. 51.....	54.7	10.3	
Entrance of canal into the Ill....	55.3	0.6	The Wacken channel in the river.
Total length		55.3	

We see that the greatest distance between two supply-points is eleven and a half miles, and that the summit-level has only to feed 2.4 miles of the Rhine division. The conditions for feeding this division of the canal are, then, very good in all respects. Consequently, it was found that, almost from the time it was opened to navigation, it had throughout its normal depth of $5\frac{1}{2}$ feet.

Article 2.—Details of the feeders.—Losses.—Consumption of water.

It now remains for us to give some special details on the feeders of the Rhine slope. We need not discuss here their locations, which have been determined by study of the details of the projects, but we must give information which may be useful for other similar constructions; we sum it up in the following table; the lines of direction of the different feeders can be seen on the map. (Fig. 1, Plate A.)

Name of source of supply.	Longitudinal profile.		Cross-section.			Principal references in feet above sea-level.				Artificial constructions on feeders.
	Descent of bottom in 100 feet.	Length in feet.	Width at bottom in feet.	Slope of sides.	Width of banks in feet.	Sill at source of supply.	Water-surface at source of supply.	Sill at entrance into canal.	Water-line of canal.	
1. Hoffmühl feeder, emptying into nineteenth level below lock No. 18.	0.0674	21.65	6.56	{ 2 base... { 1 perp..	{ 4.92	(714.09)	(717.37)	(712.67)	(715.95)	{ One dam on the Zorn with stop-planks having two openings each 8.2 feet wide; one opening for water at entrance of feeder 6.56 feet wide; one bridge over feeder; one aqueduct entering canal, with one weir and two supply-culverts, each having an opening of 2.46 feet. One dam on Zorn, and another one for regulating supply, with a valve-opening 3.28 feet. (The plan of this work is given on Plate D, figures 33 to 37.) This supply-station has no feeder proper; water is drawn directly from the Zorn, which is contiguous to the canal.
2. Mängelbaëchel supply-station, emptying into the twenty-seventh level below the ramps of lock No. 26.	.....	.....	.....	.....	.....	(642.78)	(649.01)	(645.73)	(648.03)	
3. Lupstein feeder, emptying into the forty-first level just below the ramps of lock No. 40.	Level 83.33 Level 301.10 Level 31.60 Level 487.64 Level 10.50 Level 371.71 Level 18.53 Total length. 1,304.41	.....	24.60	{ 3 base... { 2 perp..	{ 3.28	(524.99)	(528.53)	(524.33)	(525.32)	
4. Münchmühl feeder, emptying into forty-seventh level just below the ramps of lock No. 46.	0.117 0.042 Total length. 2,180.35	670.56 1,509.78	24.60	{ 3 base... { 2 perp..	{ 3.28	(472.79)	(477.51)	(472.17)	(474.10)	

NOTE.—None of the Zorn feeders can be used for floating logs; nor can the stream itself. The Sarre feeder of the summit-level is floatable; it has a width of 9.84 feet at the bottom, a depth of from 1.64 to 2 feet, and a longitudinal slope varying from 6 inches to 1 foot per mile.

All these feeders have been constructed so as to furnish much more than is required for feeding the sections of the canal to which they belong. They are so arranged that if all the lower feeders should fail at once in consequence of accidents or repairs, each feeder can supply all that part of the canal embraced between itself and the end of the Rhine division; and, besides, so that when all the feeders are operating together, the filling of the whole Rhine division (at 237 cubic feet per running foot) can be accomplished in three days after a drainage,* in which it is supposed that the canal is entirely emptied. We will not give here the details of calculations on the construction of the feeders, as any engineer can make them without any difficulty. The considerations that control in determining the maximum discharge of a feeder, are the total cube that is required for filling the part of the canal that is designed to feed, and the minimum time can be allowed for this filling. These are what usually determine the maximum discharge, and consequently the dimensions of the feeders. Thus, a feeder which should feed a section of canal twelve miles long, for which is required, at the rate of 237 cubic feet per running foot, a total cube of 15,016,320 cubic feet, ought to be able to discharge, if the time for filling is fixed *a priori* at three days, $\frac{15,016,320}{3}$, or 5,005,440 cubic feet per day. As the filling requires 237 cubic feet per running foot, and as the greatest losses per running foot and per day that can be encountered in canals apparently should not exceed 30 to 40 cubic feet, (for it is evident that when this limit is passed there can no longer be any question of feeding without enormous expense, and that it is then always more economical to commence the use of concrete in order to reduce the expenditure of water,) and as, moreover, the ordinary consumption due to losses can be but little more than 10 cubic feet in a canal in its normal state, it follows that if we establish the maximum supply from the feeders in accordance with the conditions which we have just indicated, these feeders will always afford an abundant supply. The cube for filling being 237 cubic feet per running foot, it is necessary, in order to fill in three days, that the feeders should supply per running foot and per day $\frac{237}{3}$, or 79 cubic feet. This feeder would therefore suffice for ordinary feeding, except when more than 79 cubic feet per running foot and per twenty-four hours was required.

If we had to deal with such a canal it is evident that it would be necessary to make other arrangements for the regulation of the maximum discharge of the feeders; but we pity engineers who might have to feed it. It is undoubtedly well to establish feeders so as to be largely above the needs for feed-water, but nevertheless this principle must not be exaggerated beyond measure; for from it would result an unjustifiable increase in the cost of constructing the works connected with these feeders.

Besides the condition which we have just indicated, we think that it is well that each feeder should at least be able to feed the length of canal supplied by the feeder next below, in order to be able to dispense with a feeder in case of accidents or repairs. On the Rhine slope, as the total length from the first water-supply to the Wacken channel is only thirty-six and one-third miles, the additional condition has been satisfied that each feeder should be able to feed all the canal below it. Had the division been longer and the feeders further apart, this condition, so complete in all respects, could not have been fulfilled.

Let us fix our ideas by symbols.

Let—

$p_1, p_2, \dots, p_n$, be the n feeders of a slope;

p_m one of the feeders between feeder p_1 and feeder p_n ;

$l_1, l_2, \dots, l_m, \dots, l_n$, the length of canal fed by each one of these feeders;

$c_1, c_2, \dots, c_m, \dots, c_n$, the cubes of water consumed per running foot and per day of twenty-four hours, for the total supplying of the portion of canal to be fed by each feeder, this feeding comprising all losses of every kind as well as the water consumed by navigation;

$d_1, d_2, \dots, d_m, \dots, d_n$, the daily discharges of the feeders in order to supply the necessary water;

V , the volume of water needed per running foot of canal for filling after a draining in which the canal is supposed to be entirely emptied;

K , the maximum number of days allowed for filling the canal after a drainage;

$D_1, D_2, \dots, D_m, \dots, D_n$, the daily supplies that the feeders should give in order to refill the canal;

We will evidently have the following relations between these different quantities:

$$d_1 = c_1 l_1 \quad d_2 = c_2 l_2 \quad d_m = c_m l_m \quad d_n = c_n l_n \quad (1)$$

$$D_1 = \frac{V}{K} l_1 \quad D_2 = \frac{V}{K} l_2 \quad D_m = \frac{V}{K} l_m \quad D_n = \frac{V}{K} l_n \quad (2)$$

* It must be understood that this is in case the river can furnish water enough, that is, during ordinary stages, for in low water it would not furnish enough to fill in three days, and would require at least five or six.

In the first place, it is necessary that each feeder should satisfy the conditions of supply indicated by equations (2.) It is also necessary that in case of necessity it should satisfy the condition of feeding, in addition to its own section, that of one or more of the succeeding feeders. If a feeder, p_m , ought to feed up to another feeder p_m^1 , it being understood that these two feeders are comprised between the feeders p_1 and p_n , this condition as to its supply is expressed by the following general equation, Δ_m , representing the discharge determined in accordance with this condition:

$$\Delta_m = d_m + d_{m+1} + \dots + d_{m-1}^1$$

Or, in view of the conditions in equations (1),

$$\Delta = c_m l + c_{m+1} l_{m+1} + \dots + c_{m-1}^1 l_{m-1}^1 \quad (3)$$

Moreover, in accordance with relations (2) the discharge required of this same feeder for replenishing the canal is—

$$D_m = \frac{V}{K} l_m \quad (4)$$

In determining the maximum discharge in accordance with which a feeder should be constructed, we should choose the greater of the two values Δ_m and D_m , calculated by the two equations (3) and (4). Suppose, for example, that a feeder p_1 ought, in case of necessity, to feed, besides its own proper section, those of the two feeders following—that is, up to feeder p_4 ; we must then make in equations (3) and (4) $m = 1$, and $m^1 = 4$; and they will become—

$$\Delta^1 = c_1 l_1 + c_2 l_2 + c_3 l_3 \quad (5)$$

$$D^1 = \frac{V}{K} l_1 \quad (6)$$

Let us now suppose the following numerical values:

$$\begin{aligned} c_1 &= 22 \text{ cubic feet;} \\ c_2 &= 16 \text{ cubic feet;} \\ c_3 &= 19 \text{ cubic feet;} \\ l_1 &= 33,000 \text{ feet;} \\ l_2 &= 50,000 \text{ feet;} \\ l_3 &= 53,000 \text{ feet;} \\ V &= 237 \text{ cubic feet;} \\ K &= 3 \text{ days;} \end{aligned}$$

Whence, by substitution in the two equations (5) and (6),

$$\begin{aligned} \Delta_1 &= 2,485,000; \\ D_1 &= 2,607,000. \end{aligned}$$

By constructing the feeder p_1 so as to make it discharge 2,607,000 cubic feet—that is, as much as is necessary to make it fulfill the condition of replenishing—it will more than satisfy the other condition. If, instead of the numerical values given above for c_1 , c_2 , and c_3 , we were to adopt the following:

$$\begin{aligned} c_1 &= 22 \text{ cubic feet,} \\ c_2 &= 22 \text{ cubic feet,} \\ c_3 &= 22 \text{ cubic feet,} \end{aligned}$$

the other quantities preserving the same numerical values as in the preceding example, we would have—

$$\begin{aligned} \Delta_1 &= 2,992,000 \text{ cubic feet;} \\ D_1 &= 2,607,000 \text{ cubic feet.} \end{aligned}$$

It would then be necessary, in order to continue to satisfy the condition of the occasional feeding of the feed-sections of the feeders p_1 , p_2 , p_3 by the feeder p_1 , to construct this feeder p_1 so that it could discharge 2,992,000 cubic feet in twenty-four hours. Moreover, it is evident that we are only giving examples for calculation, and that we are not now concerning ourselves with the relation between the discharge of the feeder and that of the river whence its waters are taken. The latter question must evidently be studied on each water-course, in accordance with the importance of the mills which it supplies.

Let us now give some details on the manner of determining in practice the quantities V , K , c_1 , c_2 , c_3 , &c.

The cube V , per running foot for replenishing, varies with the cross-section of the canal; for the cross-section of the Marne-Rhine Canal, it is 237 cubic feet, (22 cubic meters.) The number K of days that we wish to devote to replenishing the canal, depends on the needs of navigation; it is generally important that it should be the smallest possible; but, on the other hand, we cannot lessen it below certain limits without causing currents prejudicial to the interior slopes of the canal. In our water-

supply project of November 12, 1851, we fixed it for our calculations at three days; this is nearly what has since been found in practice when the canal was replenished after the drainages of 1853 and 1854.

The cubes c_1 , c_2 , c_3 , of the consumption per running foot and per twenty-four hours for the full supplying of the different parts of the canal, are among the most difficult things to determine *a priori*. The losses per running foot can only be determined by experience; but when a project for a canal is prepared we cannot avoid making suppositions concerning them, depending on the nature of the soil, and analogous with what have been given by soils of the same class on the other canals.

Brisson supposed that the canal would lose on an average 8 cubic feet per running foot, (075 cubic meter per running meter;) later, 11 cubic feet (1 cubic meter per running meter) was allowed in the first studies for feeding the Vosges summit-level; but experience demonstrated that when the more important tightenings were once completed, (and we must always suppose this to have been done, if we do not wish to obtain enormous expenditures of water,) this figure was too large. The losses since the works executed during the drainage of 1854, while we were on this service, (as was seen in chap. vii, § 12, table No. 1,) have usually been for sandy soils 3.6 cubic feet per running foot (030 cubic meter per running meter) in twenty-four hours, and for argillaceous soils from 4.7 cubic feet to 9.5 cubic feet per running foot (from 044 cubic meter to 088 cubic meter per running meter) in twenty-four hours. On the Central Canal, (*Canal du Centre*,) M. Comoy allows, (*Annales*, 1841:)

	Cubic feet.
For sandy soils.....	3.77
For argillaceous soils.....	5.27
On the Southern Canal (<i>Canal du Midi</i> ,) the mean cube for all argillaceous soils is.	5.60
And this is also very near the average of the losses on the Rhine slope in this kind of soil.	
In an argillaceous portion of the Rhône-Rhine Canal, this cube was.....	4.95
Taking the mean of the last three quantities we get a cube of.....	5.27
For sandy soils we will take a mean of our results and of those admitted by M. Comoy, which gives.....	3.55
Let us with M. Comoy add to these figures 0.43 (0.04 cubic meter per running meter) for false maneuvers, and other causes of loss independent of the losses by evaporation, absorption, and filtrations of all kinds which they represent, and we obtain for sandy soils.....	3.98
And for argillaceous soil.....	5.70

Which we may call as a maximum, $4\frac{1}{2}$ and $6\frac{1}{2}$ cubic feet.

As to the concreted portions we may count for their losses from 0.54 cubic foot (0.05 cubic meter per running meter) to 0.86 cubic foot, (0.08 cubic meter per running meter,) and adding the 0.43 cubic foot for false maneuvers and other accidental losses, from 0.97 cubic foot to 1.29 cubic foot, or, as a maximum, 1 cubic foot to 1.5 cubic feet.

The above represents the normal condition to which a canal made properly water-tight ought to come in a few years, but until then more water must be furnished, and we think that in adopting in the estimates of a preliminary project the figure for the average consumption of 11 cubic feet per running foot in twenty-four hours, [1 cubic meter per running meter,] we will generally be on the safe side as to first necessities, and we will consequently have more resources than at a later period will be required for the ordinary supply. To these figures of the consumption of water, which represent the average loss per running foot due to losses of all kinds, we must add the consumption of water per running foot due to the special movements between the ports situated on the slopes, to differences in capacity of the locks, and to the assemblage of boats in the short levels. The elements of the calculations to be made to determine these expenditures have been given by M. Comoy. These calculations will always be somewhat hypothetical as to the first and the third of those causes of consumption of water, but nevertheless they will determine in a sufficient approximate manner the total daily consumption of water due to the navigation comprised between two sources of supply, and by dividing it by the length we will have the consumption per running foot, which must be added to the figures which we have just given for the consumption due to losses of all kinds. The sum of these two quantities will give the quantities c_1 , c_2 , c_3 , and we will thus have all the elements necessary in order to calculate the maximum discharges of the feeders of the slopes, and consequently to determine the cross-section and the slope of the feeders, as also the discharges of the entrance valves. All this presents a chain of calculations very complicated in appearance, but which, in fact, occasion no difficulty in their details. In a preliminary project it is impossible to determine the quantities c_1 , c_2 , exactly, since we have only hypothetical data on the consumption of water due to the navigation proper, but we think that in adopting from 13 to 16 cubic feet per running foot in twenty-four hours, (1.20 cubic meters to 1.50 cubic meters per running meter,) for the total consumption as far as concerns the slopes, but not the summit-level, we will never be in danger of making a mistake. For the summit-levels it is always prudent in a preliminary project to calculate everything at the maximum, both the losses and the consumption due to the

passage of boats. If n designates the maximum number of boats which we suppose will pass through the summit-level, e the cube of a lockage, L the length of the summit-level, the cube of water consumed by navigation per running foot will be—

$$\frac{2 \ln}{L}$$

and if c represents the cube allowed per running foot for the losses of all kinds of the summit-level, we will have for the value of the total cube C consumed per running foot of the summit-level—

$$C = c + \frac{2 \ln}{L}$$

If we admit $c = 11$ cubic feet as the maximum, which appears entirely sufficient in general for the first wants of a canal whose worst portions have been made tight before water was admitted, and if in addition we assume the case of the locks of the Marne-Rhine Canal, whose average lockage is 17,658 cubic feet, (500 cubic meters,) we will have—

$$C = 11 + \frac{35316 n}{L}$$

We will generally assume for n the maximum number of boats that can pass through a lock in a day of twelve hours, plus a part to pass through in the night. In our project for water-supply, of November 12, 1851, we allowed forty-five boats in twenty-four hours.

To conclude this article, we will recapitulate in the following table everything that may be of interest as regards water-supply in the feeders of the Rhine slopes.

Names of feeders.	Lengths fed by each feeder.	Supply per feeder in 24 hours according to the project for water-supply of November 12, 1851.		Mean supply for complete feeding per 24 hours and per feeder, as determined by the experience of the canal.		Remarks.
		Calculated for replenishing in 3 days, at 78.9 cubic feet per day, and per running foot or maximum discharge of feeders.	For the total ordinary supply between two feeders.	From September 5, 1853, to September 4, 1854; before the drainage of 1854.	From November 6, 1854, to March 5, 1855; after the drainage of 1854.	
Hoffmühl feeder	$l_1=23,210$ feet =4.4 miles.	* $D_1=1,831,269$ cub. ft.	$d_1=218,639$ cub. ft.	$d_1=138,932$ cub. ft.	$d_1=56,504$ cubic ft., (2.43 cubic ft. per running foot.)	The cubes of the last two columns are the means from the notes and calculations of the daily gaugings of the different feeders. The drainage of 1854 began for these portions of the canal on September 4 and terminated on October 1, 1854. The replenishing ended on November 5 and the normal feeding began on November 6. The averages for the eighteen weeks between November 6, 1854, and March 12, 1855, the day on which this was written, appear in column 6. These averages will gradually be somewhat further reduced in consequence of improvements in maintenance.
Mungelbaëchel feeder ..	$l_2=60,367$ feet =11.43 miles.	$D_2=4,762,956$ cub. ft.	$d_2=702,639$ cub. ft.	$d_2=659,907$ cub. ft.	$d_2=366,223$ cubic ft., (6.06 cubic ft. per running foot.)	
Lupstein feeder	$l_3=41,439$ feet =7.85 miles.	$D_3=3,269,537$ cub. ft.	$d_3=379,713$ cub. ft.	$d_3=765,077$ cub. ft.	$d_3=305,339$ cubic ft., (7.37 cubic ft. per running foot.)	
Münchmühl feeder	$l_4=54,215$ feet =10.27 miles.	$D_4=4,277,594$ cub. ft.	$d_4=566,886$ cub. ft.	$d_4=963,304$ cub. ft.	$d_4=471,251$ cubic ft., (8.69 cubic ft. per running foot.)	
Totals	$179,231$ feet =33.95 miles.	$14,141,356$ cub. ft.	$1,867,877$ cub. ft.	$2,527,220$ cub. ft.	$1,199,317$ cubic ft.	

* The Hoffmühl feeder having been the first one ready for trial, was made so as to discharge about 4,238,000 cubic feet in 24 hours, on the principle that each one of the feeders should, in case of need, feed all that portion of the slope below it.

This table shows, by comparison of the values of d_1 d_2 d_3 on the same line of the three columns 4, 5, and 6, that, as far as regards the daily supply, we had adopted in our project of 1851 for the water-supply sufficiently large data, which have not been reached in practice. For all the feeders of the Rhine slope the average discharges, after the drainage in 1854, have, in fact, been less than those which we calculated in our project for the water-supply.

We see that from the end of the drainage of 1853 to the beginning of that of 1854, the four feeders have never discharged in all (for losses and the navigation on the slope) more than 2,527,220 cubic feet in twenty-four hours, and as the total length fed by these feeders is 179,231 feet, (33.95 miles,) we see that the maximum value of the average water-supply per running foot in twenty-four hours has not exceeded on the Rhine slope $\frac{2527220}{179231}$, or 14.23 cubic feet, and that, after the drainage of 1854, this average consumption was $\frac{1192317}{179231}$, or 6.69 cubic feet per running foot and per day, and this result was obtained one year after the final opening of navigation on the canal.* *We therefore believe that we are warranted in saying that in admitting in a preliminary project, as we have advised above, the numbers 13 to 16 cubic feet per running foot (1.20 to 1.50 cubic meters per running meter) for the total maximum consumption in twenty-four hours, (on the slopes, including the consumption due to the harbors or basins on the slopes,) we will never risk running short when our resources have been calculated on these figures.*

Many canals in France have yet much room for improvement in the supply of water. This result must in a great measure be attributed to the unfortunate idea of the times in which they were built, of accumulating all resources at the summit-levels, (a fault very difficult of reparation,) and consequently underestimating the losses. At present the opposite ideas rule; they are certainly more correct; but, nevertheless, they must not be pushed too far for fear of dragging the government into expenditures out of proportion to the results to be attained. *It is, then, a proper limit to maintain, and we think it will generally be correct, to allow in a project for a canal from twelve to fifteen miles as the least distance between two successive feeders, and for the total consumption of water on the slopes (chap. viii, § 2, art. 2) in the first trials after the admission of water, including therein the consumption due to the local movements in basins or ports, the figures of from 13 to 16 cubic feet per running foot in twenty-four hours; for the consumption due to losses the figures of from 8 to 11 cubic feet in the first months after the admission of water, and from 4 to 6 cubic feet after the canal has nearly arrived at its normal state; and, lastly, for the consumption of a summit-level per running foot and per twenty-four hours, the figures of from 11 cubic feet + $\frac{2 \ln}{L}$ to 5 cubic feet + $\frac{2 \ln}{L}$ according to the state of water-tightness of this level, n being the maximum number of boats assumed to pass in a day, L the length in feet of the summit-level, l the cube of the lockage, or the prism of lift contained in the chamber of the type of lock adopted for the projected canal.†*

We think that by balancing the expenditures and supplies of water on this basis there will be no danger of mistakes in the future, and, if we have to deal with a portion of the canal which is entirely concreted, we think from twenty-five to twenty-eight miles can be permitted between feeders without inconvenience, and that we can allow for a total expenditure of water from 4 to 6 cubic feet per running foot of slope, including local navigation, and from 1 to $1\frac{1}{2}$ cubic feet for the losses only; and for a concreted summit-level an expenditure equal to 2 cubic feet + $\frac{2 \ln}{L}$ per running foot in twenty-four hours; but it must be thoroughly understood that these last estimates do not include the supplying of portions of slope which draw from the summit-level the water required to make good their losses.

Article 3.—Statement of the chief calculations relative to water-supply.

When we know, on the one hand, the cube of water daily furnished by the feeders, and, on the other hand, the cube of water consumed by the local navigation of a slope, it is easy to deduce from these the mean daily discharge due to losses of all kinds in the section supplied by each feeder. In a summit-level this is still more simple; for it is sufficient to deduct from the total volume poured by the feeders into the level during twenty-four hours the number of lockages which have been drawn from this pool at each end, and it is the simplest thing possible to take account of the consumption due to navigation by simply counting the number of times that the locks are used. For the slopes, by keeping the same accounts at all the locks lying above the levels that have feeders, we obtain the means of calculating exactly what navigation takes

* The discharges of the feeders, which were assumed in the preliminary project, (column 4 of the above table,) give a total cube of 1,867,877 cubic feet, which, divided by the length, 179,231 feet, gives a cube per running foot of 10.42 cubic feet, which, as can be seen, is still much greater than the actual cube in practice.

† It is evident, however, that this consumption does not embrace the supplying of these parts of the slopes which are fed by the summit-level. The consumption of these portions must be added to obtain the total consumption of the summit-level.

and what it restores to the sections corresponding to each feeder. A specimen of this calculation has already been given in article 1 of § 10 of chap. vii.

To make the table which recapitulates the discharges of feeders, it is sufficient to calculate the gaugings which result from the daily notes concerning these feeders. These gaugings should be regulated by detailed instructions, in order that the agents may make them, and forward them each week, all made out, to the local engineer, who has only to verify them. In a service where there are many feeders it is impossible to do otherwise if we wish to keep the work up to date. The formulas to be used ought always to be given for each kind of flow, with specimen calculations, in order that a person may make them without being a mathematician.

We give below the model of the recapitulative statement which we caused to be prepared every quarter in order to keep us advised of the movement of the waters of the Vosges summit-level. This statement shows on the one hand the total cubes furnished by the feeders during the three months, and, on the other hand, the cubes consumed by the canal, so that there ought to be nearly a balance between the final totals of these two series of discharges. However, we used the word *nearly*, because it is impossible to expect that the two series of operations should give results entirely identical. Here is one of the recapitulative statements whose form may be useful to persons who may have to make these calculations on water-supply:

Recapitulative statement of the feeders of the summit-level, and of the distribution of the entire water-supply of the summit-level and its two slopes, from Monday, July 2, to Monday, October 2, 1854, (or for the third quarter of 1854.)

Statement of the weeks, 1854.	FEEDERS.				DIVISION OF THE WATER.			Remarks.
	Gondrexange Pond.	Feeder from the Sarre.	Wesback, Unterzess, Arschwiller.	Total.	Slope of the Moselle.	Slope of the Rhine.	Losses of the summit-level and of the Sarre feeder by filtrations and soakage.	
	<i>Cubic feet.</i>							
July 3 to 10	12,436,860	3,273,546	896,875	16,607,281	7,334,907	.....	1,977,674	9,322,581
July 10 to 17	13,822,213	5,288,549	1,730,218	20,840,980	5,996,063	341,008	1,977,674	8,314,745
July 17 to 24	9,991,705	7,455,094	1,152,737	18,599,536	8,254,144	520,941	1,977,674	10,752,759
July 24 to 31	11,429,476	7,036,565	1,725,521	20,191,562	7,297,585	925,314	1,977,674	9,500,573
July 31 to Aug. 7	23,439,890	.....	.....	23,439,890	4,133,022	728,667	1,730,465	6,592,154
Aug. 7 to 14	30,964,940	672,162	.....	31,637,102	2,458,427	299,123	1,977,674	4,735,224
Aug. 14 to 21	23,391,940	843,725	.....	24,235,665	4,010,724	191,093	1,977,674	6,179,491
Aug. 21 to 28	16,207,540	769,068	43,262	17,019,870	6,368,660	51,667	1,977,674	8,398,001
Aug. 28 to Sept. 4	7,385,874	1,128,263	105,806	8,619,943	3,506,346	.....	1,130,100	4,636,446
Sept. 4 to 11	} Drainage of the canal from September 1.				(a) 5,544,553	(a) 4,785,265	.....	10,329,818
Sept. 11 to 18					54,914,431	7,143,078	16,704,283	78,761,792
Sept. 18 to 25								(b) 103,219,300
Sept. 25 to Oct. 2								181,981,092
								(d) 915,699
Totals, (sensibly equal)	149,070,438	26,466,972	5,654,419	181,191,829 (c) 1,433,673				181,065,393

(a) Expenditures due to the passage of boats through the end-locks of the summit-level. (b) Discharges of the waste-weirs of the summit-level. (c) From the notes taken at Héning the height of water evaporated between the 2d of July and the 1st of September was 5.84 inches, and that of the rain-fall 9.37 inches, whence results a difference of 3.5 inches, which must be applied to the sum of the surface of water in the summit-level and in Sarre feeder, which is 4,909,829 square feet, to wit, for the summit-level 4,502,838 square feet, for the Sarre feeder 406,991 square feet, total 4,909,829 square feet. (d) Volume to be deducted corresponding to the lowering of the water-surface of the summit-level from reference (5.31) on July 2d to (5.62) on September 1st, the day on which the drainage began.

The calculations, and the record of actual experience, which are given in the above translation are believed to be a full justification of the figures of water-consumption which have been adopted on the extension of the Chesapeake and Ohio Canal. For more convenient reference, I have consolidated the above experience in the following table, which, it is believed, will be useful to engineers in charge of canal construction or maintenance.

WATER-SUPPLY.

Canal 48½ feet wide at water-line, 33 feet wide at bottom, and having 5½ feet of water.

Method of construction.	Distance between feeders.	Per running foot in 24 hours.		
		Slopes.		Summit-level.
		Losses by evaporation, soakage, filtration, false manœuvres, and similar causes.	Total consumption, including the foregoing, and also losses due to local movements, differences in size of locks, crowds of boats on short levels, and navigation generally.	Total consumption, including navigation.
Canal of the usual type.	12 to 15 miles..	<i>In cubic feet.</i> 8 to 11 in first months; 4 to 6 afterward.	<i>In cubic feet.</i> 13 to 16	<i>In cubic feet.</i> $\frac{*2en}{L} + (\text{from 5 to 11})$
Canal tightened by concrete.	25 to 28 miles..	1 to 1½	4 to 6	$\frac{*2en}{L} + 2$

n = maximum number of boats passing in one day; e = prism of lift; L = length of summit-level in feet.

* These figures do not include those portions of the slopes whose losses are supplied from the summit-level. Additional allowance must be made for them.

In assuming for the extension of the Chesapeake and Ohio Canal a consumption on slopes of 42 cubic feet per mile per minute, which is $11\frac{1}{2}$ (more exactly 11.42) cubic feet per running foot in twenty-four hours, we have exceeded the allowance given in the third column for ordinary canals, but are somewhat under the figures given in the fourth column. The reason for this is given in Colonel Sedgwick's portion of this report, but it may be well to again call attention to the fact that the nature of the country between Cumberland and the summit-tunnel is such that it is highly improbable that there will be any considerable local navigation (navigation that does not ascend to the summit-level) above Jennings's Run, and for the slope between the latter place and Cumberland a special reservoir will be built which it is believed will supply the excess of water needed on this portion of the canal.

It is well, however, to look at the worst possible case, and see what can yet be done should we fail to obtain a sufficiency of water for a canal with earthen embankments, built in accordance with the usual methods. The second line in the foregoing table shows that a canal tightened by concrete loses only about one-fourth as much water as the ordinary type of canal. The use of concrete is undoubtedly expensive, but it is believed that in the majority of cases it is both cheaper and preferable to spending large sums on additional reservoirs. In some cases it will evidently be the only possible resort.

The following translation from Graeff's work shows how a canal should be concreted, and the results that may be expected:

METHODS OF MAKING WATER-TIGHT.—TYPICAL CROSS-SECTIONS.—DESCRIPTION OF THE MEANS USED.—CHOICE OF THE METHOD OF TIGHTENING ACCORDING TO LOCAL CIRCUMSTANCES.

In the third subdivision of the canal, which was under our charge as local engineer from 1851, three methods of making water-tight were used, depending upon the degree of importance of the losses—concrete, puddling with earth, and sand. All portions that successive trials, by admitting water, had shown could not be tightened otherwise, were tightened with concrete, and the losses in such cases were generally greater than 32 cubic feet per running foot (3 cubic meters per running meter) in twenty-four hours.* Puddling with earth was used for ordinary tightening where the losses varied from 22 to 32 cubic feet per running foot (2 to 3 cubic meters per running meter) in twenty-four hours. Lastly, when the loss was not greater than 22 cubic feet per running foot in twenty-four hours, only sand and muddy water were used. The above was the usual course; but it was sometimes modified by special circumstances. When a section of the canal did not lose more than 3 cubic feet per running foot (0.30 cubic meters per running meter) in twenty-four hours, it was considered as having obtained its normal condition, and nothing more was done. When the loss did not exceed 5 cubic feet per running foot (0.50 cubic meter per running meter) in twenty-four hours, it was concluded that it would improve in tightness of itself, and if anything at all was done it was some small operations with muddy water, whenever, after the expiration of a certain time, the losses had not diminished.

To gauge the losses, and to determine their importance, ditches were dug at the feet of the outer slopes, and their contents were united in a single principal ditch, which carried them to the nearest water-course; in this ditch a small dam was made by a single plank, and the losses were gauged by the flow over this dam.

1.—*Making water-tight by concrete.*

In tightening the canal by concrete the methods and the cross-section successfully employed in the first subdivision of the canal by Mr. Malézieux† were used; the normal arrangements of this cross-section are indicated by Fig. 21, Plate F. The concrete revetment is 6 inches thick on the floor, and 4 inches at its upper ends on the side-slopes; it is covered by a cope (*chape*) three-fourths of an inch thick, on top of which there is a foot of earth, which necessitates an excavation below the floor of the canal of about 19 inches.

The depth of earth can be advantageously reduced from one foot to 8 inches; this arrangement sufficiently protects the concrete, and leaves the top of the earth-revetment at 4 inches below the normal level of the bottom.‡

In the portions where we had at our disposal fine gravel for concrete, we reduced the thickness of the concrete revetment of the bottom from the 6 inches of the normal cross-section to 4 inches, and for the upper parts of the side slopes from 4 inches to 3 inches. Now, these revetments have succeeded just as well as the others; we therefore believe that when the concrete is made of fine gravel the thickness on the bottom can be reduced to 4 inches without inconvenience, and that thus a very marked saving can be realized in the price per running foot. When broken stone is used for making concrete, the thickness of 4½ inches seems to be the least that can be permitted on the bottom. These limits, however, only apply to cases where the earth has finished settling. When further settlement is to be apprehended the thickness of 6 inches appears to be a minimum, and this thickness has been increased to 7 and even to 8 inches in our concrete work on the fresh earth-works of the Arschwiller descent. It

* There are portions of the summit-level which lost 140 cubic feet per running foot (13 cubic meters per running meter) in twenty-four hours, according to gaugings of the apparent losses only, and in the Arschwiller descent, portions which lost from 215 to 323 cubic feet, (20 to 30 cubic meters per running meter.)

† M. Malézieux has published a very good account of these works in the *Annales des Ponts et Chaussées*, 1856. This chapter was written at that time, and we have nothing to change in it; we have only abbreviated the detailed description of construction, which would have duplicated M. Malézieux's work.

‡ As the bottoms of canals tend to rise by the deposits which are always brought in by the feed-water, it would be advantageous to keep the bottom throughout, and especially in the levels adjoining the feeders, lower than the normal level that it ought to have, in order to obtain the established draught of water; thus, for a depth of 5 feet 3 inches, as is maintained in the Marne-Rhine Canal, it would have been a good thing to have placed its bottom at 5 feet 7 inches, and even at 5 feet 11 inches, below the water-line. This excellent arrangement is only found in a portion of the former division of M. Guerre, between Wilwisheim and Strasbourg. In consequence this section of the canal has thus far avoided the dredging which it has already been necessary to do in several others.

may, therefore, be admitted that the limiting thickness of the bed of concrete will vary between 4 and 8 inches, according to the more or less solid nature of the soil which is to be covered. We do not mean to say that a bed of 8 inches will break any less readily than one of 4 inches if there are serious settlements; it is clear that this extra thickness will not prevent it; but with thicker beds the repair of fissures is much easier made than with thin beds, and this is, in our opinion, the sole reason for giving them the preference on new earth-works.

The experiments which we made with concrete 4 inches thick, in places not liable to settle, when we had good gravel at hand, and the undoubted success of the operations, made us think that the thickness could be still further reduced, and with them the cost of the work, (which is the stumbling-block of the system of tightening by concrete,) by entirely suppressing the concrete, and only employing ordinary mortar. An experiment on a large scale would have necessitated a special authorization, and time was pressing during the drainage of 1854, when the idea occurred to us; therefore we could not have this trial made; and after the drainage of 1854 there was nothing left in our division that required concrete, so that the system in question could not succeed in getting a trial on this canal; but we nevertheless made a trial in an excavated trench 3 feet 3 inches square at bottom, which we arranged with the same inclination of side-slopes and height of banks as the canal, and, by means of what was left of the lime used during the drainage of 1854, (an unfavorable circumstance, since this lime was ten months old when we used it,) we treated this trench as follows: In the first place, all projecting stones were removed from the side slopes, and after the earth had been sprinkled with whitewash, there was spread on it a first layer of mortar about $1\frac{1}{2}$ inches thick, made with coarse sand. This layer was treated by the methods of puddling, which will be explained farther on, and on top of it was placed a cope (*chape*) of mortar three-fourths of an inch thick, as on ordinary concrete-work. The whole was then covered by a layer of earth one foot thick, and water was admitted to a depth 5 feet 3 inches, the depth in the canal. Now this trench holds water as hermetically as a pot,* (excuse this phrase from the workshop,) and consequently we must believe that this new method of tightening, which costs less than half as much as ordinary concrete-work of 7 inches in thickness, including the cope, may sometimes be used. We believe that it will certainly succeed on all divisions either in excavation or embankment where final settlement has already taken place; that is to say, everywhere where there are no longer any movements to dread. Now, there are many portions of canal of this character that require tightening, and where, in consequence, we could employ this cheap method, and yet arrive at the same results as by making much more costly concrete. Lastly, it would be just the thing for tightening feeder or irrigation canals. As these kinds of canals have much less depth of water than navigation canals, it seems to us certain that the systems would there succeed in every particular in the most complete manner.

On very wet divisions we build under the concrete little dry-stone channels of 8 by 8 cross-section, (half of Fig. 21, Plate F,) covered by a plank from $1\frac{1}{4}$ to $1\frac{1}{2}$ inches thick, on which the concrete rests, and these little conduits of subterranean water are led to the first culvert under the canal, into which they are made to empty. In addition, when it becomes necessary, the natural surface is traversed by transverse channels of the same section as the longitudinal channels with which they connect. This method of draining has for its object to prevent the concrete from being wet when it is put in place, which is the most important matter possible where such thin layers are used.

When there are strong underpressures to fear, vent-holes with clack-valves are placed in these little channels, and thus the outside waters are permitted to enter the canal whenever their pressure is greater than that of the canal-water. This condition occurred in level No. 51, near Strasbourg, at the time of the great Rhine flood of 1852. Figures 24, 25, 26, and 27, Plate F, give the details of the vent-holes which we had placed in this level; they are placed in the bottom, and at the feet of the side slopes of the canal-trunk.

When the whole of the cross-section is not concreted, which may happen when there is a certainty that the losses do not extend over the entire width, it is necessary at the end of the concrete to make a little guard-wall, likewise of concrete, one foot deeper than the general layer, and one foot in width, in order to prevent the water from flanking this layer; this is what we did in some portions of the thirtieth and thirty-seventh levels. These partial concretings are to be recommended especially in cases where the engineer knows his ground perfectly, and where he himself did the work of constructing the canal. Moreover, the joining an old concreting to a new one is easily effected; care is taken to dress the joint with a chamfer, to wash it, and to prime it with a good layer of mortar three-fourths of an inch thick, against which the new con-

* Before the mortar was applied the trench rapidly lost all the water that was put into it. This mortar-work was still in existence in 1856, near lock No. 33, and the statement could be made that since this economical covering, the trench had absolutely only lost the water which evaporated.

crete is placed and strongly rammed; care is then taken to make the new coat overlap the old one so as to perfectly cover the joint. If afterward the engineer should find that he had made a mistake in making a partial concreting, he can complete it during the next drainage; in that case there are some additional contingent expenses, and the loss of the concrete of the little guard-walls, which limit the partial section and become useless as soon as the whole section is concreted. However, we must not unreasonably exaggerate the disadvantages of this method, which succeeds, and, consequently, is a great economy when the soil is thoroughly known, and which may fail in the first instance without causing any great increase of cost in the works required to complete it; it often permits the fixed and limited amount of an appropriation to attain a first result over a greater length, which is subsequently completed by the credits of the following appropriation in those portions that are defective; but for this purpose it is necessary to be very well acquainted with the soil, under penalty of running the risk of only attaining insignificant results by this first operation.

Let us give an example of the success of a partial operation which we caused to be executed in the thirtieth level over a length of 1,180 feet. This level has the transverse profile No. 9 *bis*, (Fig. 17, Plate B.) In this 1,180 feet many large leaks were observed which made their way into the Zorn at the foot of the side slopes of the Lutzelbourg road. When the canal was emptied during the drainage of 1854, it was seen that the water was ingulfed in the excavated slope on the right hand by crevices in the slope and in the bottom. The slope on the left hand—that is, the slope in embankment—was entirely intact, and borings made in it show that the embankment was very good. Only the slope in excavation on the right hand and the bottom were concreted, and when water was re-admitted into the canal all the cracks without any exception had disappeared. In another portion of this level, concreting was only done on the right-hand slope, and on $3\frac{1}{2}$ feet of the bottom at the foot of this slope, through a length of 625 feet, and this operation was just as successful as the preceding one. Therefore, there was realized in the first portion, by the arrangements adopted, an economy of 25 per cent., and in the second an economy of 70 per cent., over the cost of concreting the whole cross-section. There are, therefore, cases in which there should be no hesitation in concreting part of the cross-section. This method, wisely combined with that of concreting the whole section, will enable the use of concrete for making watertight to become a very admissible operation as regards expense, while at the same time retaining for it an incontestable superiority over all other methods.

In those portions where the trunk was between walls, and where the bottom lost water, we caused this bottom to be concreted with layers of the same thickness as for the ordinary cross-section. Figs. 15 and 20, Plate B, show these arrangements. The thickness was increased to 7 inches in the Arschwiller descent. It is necessary to be careful, before pouring concrete against masonry, to clear the face, to wash it properly, and to dash on it a good coating of mortar, against which the concrete is placed. Without this precaution, which procures a good union, the concrete will always be separated from the masonry. In addition, a slight ridge is formed where the cope joins the wall, and this ridge is perfectly bonded into the face of the wall. In the passage through Saverne we treated in this manner a portion where the wharf-walls were founded on piles and riprap on the site of an ancient marsh. A small channel of dry stone was built against the piling under the bed of concrete, and this leads the subterranean waters to a culvert, and the tightening has been a success; however, the thickness of the bed of concrete was increased to 10 inches, and even to 12 inches in some places; Fig. 15, Plate B, shows these arrangements.

The use of concrete with as small thicknesses as those which were adopted in these operations (4 to 8 inches) necessitates special precautions and methods. In the first place, it must be made of small fragments, and when broken stone is used it should not be too large to go through a ring of a diameter varying from $1\frac{1}{2}$ inches to 2 inches. Suppose the concrete perfectly made, as we necessarily must, the following are, in brief, the methods used by M. Malézieux: The concrete is first spread and then rammed until the mortar becomes fluid on the surface to a depth of about three-quarters of an inch. On the slopes it must be laid in layers of from 6 to 8 inches in thickness, and successively raised to the top by ramming the layers. As this operation tends to make the revetment bulge, this is corrected by beating the slope of the concrete with a flat beetle. This second operation completes the first, and makes the mortar perfectly fluid on the surface. Moreover, our experience has proved that in cases where but a slight thickness is used, we can omit ramming the slopes in layers, and that the flat beetle is sufficient. We can also use on the bottom layer, in order to complete the effect of ramming, a light beetle made of a piece of plank 12 inches square. By means of a vertical handle light blows are given to the concrete until fluid-mortar makes its appearance on the surface. When the concrete has been rammed and no stone remains on the surface, it is beaten with the *savate*. It is well known that General Haxo was

* For further details see the article by M. Malézieux, *Annales des Ponts et Chaussées*, 1856.

the first to use this method. The *savate* used by M. Malézieux, and also used without change by us on our works, is a round piece of leather, doubled, from 12 to 16 inches in diameter, mounted with a handle. This leather is stuck full of heavy nails very close together, like the sole of a miner's shoe. It weighs from 6 to 9 pounds. After the first beating, and when the concrete begins to get stiff, it is once more beaten with a heavier *savate*. M. Malézieux took 22 pounds as the weight of his, and it is better that it should be heavier rather than lighter. Such a *savate* is made of leather four double. After this last work the concrete is permitted to lose its water, and to settle, and then it is beaten with the *savate* a second time, and a third when necessary; but it is seldom necessary to use the *savate* more than twice. In our opinion the delicate part of this use of the *savate* is the interval of time which must be left between this operation and that of ramming which precedes it and prepares for it. This interval is very variable. It is a matter of judgment and knowledge of the materials employed, which in this case is the trick of the trade. In order that savatting may succeed, it is necessary that the concrete should neither be too moist nor too dry. In the first case savatting will not amount to much. In the second it is rather hurtful than useful. It is excellent when the right moment is seized. There is therefore need of men and plant prepared for this work, which is delicate, but which produces very satisfactory results when it is well managed. After the concrete is thus prepared the cope (*chape*) is spread over it. The latter ought to be made of excellent mortar tempered very stiff. In our works we had at our disposal hydraulic Lias limes which set in from eight to ten days. The cope was usually spread on the concrete from thirty to forty hours after the last savatting. To make it adhere well it is necessary, as M. Malézieux advises, to clean the surface of the concrete with care by means of small brooms, and to sprinkle it, if the latter is necessary on account of atmospheric conditions. The cope is rammed with a light beetle when it begins to harden. After this ramming it is savatted two or three times, and finally smoothed with a trowel. This series of operations, perfectly laid out by M. Malézieux, renders it so tight that in portions well made not a drop of water is lost. It is necessary, however, to take care to shelter it from the sun during warm weather. With this view it is covered with matting between operations. When it is finished and there is no more danger of cracks, it is covered with earth from which the stones have been carefully extracted. The cracks are effaced, when there are any, by the use of a *savate* and a trowel.

There only remains for us to speak of the repairs of fractures in concretings when the latter are made on embankments which have not entirely finished settling. The following is the method which has been successful with us: The fracture is enlarged for a depth of $1\frac{1}{2}$ or 2 inches, so as to give it from three-quarters of an inch to an inch and a quarter in width at the bottom, and this joint is filled with Vassy cement. When the fractures are quite large it is necessary to employ other methods, which we will have occasion to indicate when we speak of the admission of water into the Arschwiller descent, where this case occurred under the most complicated circumstances that could be encountered in this kind of work.

There now remain for us some details on the organization of the work-yards, and under this head we will only point out the practical results of the works which we have had to direct. In the first place, the following are the cubes of mortar and of concrete which form a running foot of concrete-work, as given by the average results of all the concrete-work executed in the third subdivision. (We will not speak of earth-work, which can easily be calculated from the cross-section, and which is always done by the job.)

It is necessary to count, per running foot, for the normal cross-section (Fig. 21, Plate F) wholly concreted, an average cube of concrete of from $21\frac{1}{2}$ to 30 cubic feet, according as we adopt 4 or 6 inches of mean thickness on the bottom; for a cross-section between walls having 39 feet 4 inches of average width on the bottom, we must count on from 20 to 25 cubic feet per running foot, including in this the little ridges against the walls, according as we give a mean thickness of 6 or 8 inches to the bottom. It is also necessary, in the normal profile for full concreting, to have an average per running foot of 4.3 cubic feet of mortar and 2.7 cubic feet in the cross-section between walls. Finally, if an engineer should find himself, on account of local circumstances, in the necessity of employing the economical method of tightening by mortar, he will need, for a thickness of $1\frac{1}{2}$ inches, a cube of coarse mortar of 8.6 cubic feet for the first layer, and for the cope, of three-fourths of an inch in thickness, 4.3 cubic feet of common mortar, which would make a total of 12.9 cubic feet per running foot for the normal cross-section.

Knowing the composition of the mortar, and of the concrete, it is easy, after what has just been said about the relative cube for each kind of cross-section, to calculate the provisions necessary for getting a work-yard ready. In our works the copes were made of mortar, of lime, and sand; the lime came from the Liassic limestone of Hockfelden and Zenacker; these limes set in eight days on an average when they are well slaked. The proportions determined for a cubic yard of mortar were 0.45 cubic yards of lime slaked into a stiff paste, and 0.90 cubic yards of sand, or the proportion of 1 to 2.

A cubic yard of concrete was composed of 0.55 cubic yards of mortar, and 0.82 cubic yards of gravel or broken stone, or the proportion of 2 to 3. When the gravel is not entirely free from sand it is advisable to adopt for concrete the proportion of 3 of mortar to 4 of gravel. For broken stone, the proportion of 2 to 3 seems to be that which should be preferred. These data, in addition to that of the swelling of the lime, which must be determined by experiment in each locality, enable ready calculations to be made of the provisions requisite for a concrete yard for concreting a given length with a given cross-section.

When long lengths are to be treated, it is advantageous to procure rails and cars for transporting mortar from the mortar-mills to the place where it is to be used; but this plant is too costly where small yards are used. Mortar can readily be transported in a cart from the mortar-mill to the place where it is to be used. But when this vehicle is used the mortar-mills should be brought nearer, so as to reduce the length of transport. We think that unless we have to make a total length of five to six miles, it is advantageous to use carts, and, consequently, not to buy a plant of rails and cars, which always loses much of its value when we wish to sell it. In our concretings in the department of Bas-Rhin, and on the summit-level, iron tracks were used, which mostly came from the department of the Meuse, where the works were finished. In the Arschwiller descent the mortar was carried in carts. In making mortar, we used the mortar-mill exclusively, mortar made by this machine being in our opinion much superior to that obtained by any other process.

A horse-mill generally made from 1.57 to 1.70 cubic yards of mortar per hour, and a two-horse mill from 2.50 to 2.60 cubic yards. Knowing the cubes of mortar required per running foot for the concrete and the cope, cubes readily calculated from the data given above, we generally determine the least number of mills to be put up according to the length of concreting to be done, and the time available for finishing it, for this is almost always the starting-point, as the operations in question are generally carried on during the drainages, and consequently in a limited and generally very short time.

In 1852 we did our concreting at Government expense by the day. In 1853 we began to do it by the job, and that of 1854 was all done by the latter method, in which there was the advantage of great simplicity in the accountability, while at the same time the work was done more economically, and with all desirable perfection, when there were good inspectors to oversee the works, and this is a fundamental and *sine quâ non* condition. In concretings by the job which were done under our direction the following payments were made by the piece: For a cubic yard of mortar, 34 cents; for a cubic yard of concrete, 44 cents, and for a square yard of cope, 2½ cents.

In the estimates that accompany this report no note is taken of the cost of concreting or mortaring any portion of the canal. The reason for this omission is that it is impossible to tell how much of this kind of work may become necessary, as it is entirely dependent on the condition in which the canal is found to be after water is admitted. I have introduced this subject, however, in order to show, by the experience of other countries, that there need be no doubt of the practicability of extending the Chesapeake and Ohio Canal to Pittsburgh, no matter how much the water-supply may have been lessened since 1826.

I believe that the calculations presented in this report show that the canal is practicable, even if made with unprotected earthen banks; therefore, *à fortiori*, it must be practicable if we tighten it with concrete.

SUMMIT-TUNNEL.

The summit-tunnel, as located by the surveys of 1826, was placed at a height above low tide of 1,972 feet. The tunnel now proposed is placed at a height of 1,944 feet above tide, or 28 feet lower. This lowering of the summit-level is advantageous in suppressing twice that amount of lockage; but the chief reason for the lowering was a desire to bring the summit-reservoir nearer to the canal, and to dispense with the long feeder of the old project.

The length of the tunnel, as now proposed, is three and three-fourths miles, as against a length of four miles for the old tunnel. This decrease in length, notwithstanding the adoption of a lower level, is due to the greater depth to which the open cuts are carried.

The profiles show that the proposed height of tunnel is 28 feet, and

the proposed width is 46 feet. These dimensions are larger than those of any railroad or canal tunnel of which I have been able to learn, but I believe that large dimensions are justified if all the conditions are fully considered. It is decidedly my opinion that if the tunnel is not built so as to permit continuous traffic in both directions, its utility will be so greatly impaired as to make its construction, and therefore the construction of the canal, unadvisable. The resistances to navigation are greatly increased where the boat area is nearly equal to the canal area, and if the tunnel does not permit the simultaneous passage of boats going in opposite directions, the daily tonnage on the canal will be greatly reduced. There is a tunnel now in operation on the finished portion of the Chesapeake and Ohio Canal which fully illustrates both propositions. This tunnel was built to cut off the Pau-pau bend of the Potomac, and is 3,118 feet in length, with solid tow-path and only enough water-way for one boat. Consequently boats cannot pass in the tunnel, navigation can take place in only one direction at a time, the traction and the labor of the animals are greatly increased by the smallness of the water-way, and the speed of transit is greatly reduced. Having passed through this tunnel during last summer, I can speak from personal experience.

The following statement of President Gordon, in his annual report of 1870 to the stockholders of the Chesapeake and Ohio Canal, is of interest in this connection :

The tunnel is about five-eighths of a mile in length, and only wide enough for one boat to pass through it, and as all the coal-boats have to pass this point, the loaded boats and the return boats have to wait upon each other, and very considerable delay is thus produced. The capacity of the canal to carry coal consequently depends upon the number of boats that can pass through the tunnel ; and it has been estimated that its greatest capacity does not exceed 1,000,000 of tons descending freight per annum in its present condition.

Therefore, if the canal is expected to accommodate the trade beyond that amount, as it will soon be called upon to do, provision must be made to enlarge the capacity of the canal, either by increasing the width of the tunnel so as to enable the return boats to pass the loaded boats on their way through it, or slack-water must be made along the river around the tunnel to enable the light boats to return by that passage and leave the tunnel entirely free for loaded boats. Another mode still has been suggested, which I think worthy of consideration, which is, to take the tow-path out of the tunnel and thereby enlarge the water-line, and relieve the boats to that extent from the heavy pressure of water against the bow of the boat, now produced by the narrow channel, and then draw the boats through each way by a stationary engine ; the boats to be towed in fleets of five or six, by an endless band or rope attached to the engine, and which could be used to tow both ways by reversing the engine. The mules could easily be carried on the boats while passing through the tunnel.

As this matter of the proper size of the tunnel is of great practical importance, I have deemed it advisable, in this connection, to quote the experience in France in working the Riqueval tunnel on the Saint Quentin Canal, which connects Paris with Belgium, and is likewise a canal whose chief traffic is the transportation of coal.

The summit-level of this canal is thirteen miles long, and in this distance are two tunnels, of which the Riqueval is 18,601 feet (three and a half miles) in length, and the Tronquoy is 3,605 feet (two-thirds of a mile) in length. The distance between the tunnels is about four miles.

The tunnels are 26 feet 3 inches in width, and they originally contained two tow-paths, each $4\frac{1}{2}$ feet wide, partly built solid and partly supported on arches. The original width of water-way was 17 feet, which is the width of the locks on the canal. The line was opened in 1810, and at that time the towing through the tunnels was done by manual labor. Owing to the narrowness of two dams in the fortifications of Valenciennes and Condé, through which boats had to pass,

their width was restricted to 14 feet 5 inches. The water-ways in the tunnels were therefore 2 feet 5 inches wider than the boats.

To pass through the tunnels, boats were formed into fleets, and the time of passing through the long tunnel was from seven to eight hours.

The construction, in 1847, of a competing railroad, made it necessary to increase the capacity of the Saint Quentin Canal, and accordingly the passages in the military dams were made as wide as the tunnel, and the depth of water throughout the canal was increased from 5 feet 5 inches to 6½ feet. This increase in width and capacity of boats operated very disadvantageously in the tunnels, and navigation became almost impossible. The following translation from an article by M. Lermoyez, in the *Annales des Ponts et Chaussées* for 1863, fully explains the difficulties of working these tunnels:

The nature of the work obliges boats to navigate in fleets or convoys, because they cannot pass each other, not only in the tunnels, but also in the narrow portions of the trunk between them. Consequently, when a fleet entered the tunnel it formed a long piston and drove the water before it, as the flow along the sides was insufficient, since a space of only 8 inches was left between the sides of the boats and the walls of the tow-paths. The wave thus driven forward by the fleet, spread in the level, and advanced rapidly until it met an obstacle which compelled it to retrace its steps; it then came back, re-entered the tunnel, where it caused a current opposed to the course of the fleet, stopped the boats, and created a resistance that the haulers were unable to overcome. The latter, when the wave came, instead of exhausting themselves in useless efforts to overcome it, contented themselves with preventing their boats from going backward, and only resumed their march after an equilibrium had been established.

This movement of the waters caused an appreciable lowering of the water-surface at the end of the fleet, and formed a veritable incline which the boats were compelled to ascend. The difference of level, which was nearly half an inch per boat, became so great for long fleets that the last boat of the convoy had insufficient water to float it, and became stranded on the bottom of the canal.

It is, therefore, easy to understand how slow and laborious was this method of traction, and nothing but the attraction of large wages could prevent the haulers from abandoning their calling.

However, when the draught of boats was increased to 6 feet, and when this increase in draught was accompanied by an increase in width which added 25 per cent. to the tonnage of each boat, the difficulties of traction increased to such a degree that hauling by manual labor became physically impossible. The passage, which, before this change in the boats, took place in seven or eight hours, soon demanded sixteen or eighteen hours. Little by little the men, worn out with fatigue, refused to continue hauling, and the promise of wages of three francs per day could not induce them to continue an occupation which was beyond their strength.

The first effort to improve the traction was to employ a steam tow-boat, but the nature of the soil through which the Riqueval tunnel passes makes it necessary to keep the tunnel closed by gates during the winter season, and the vitiation of the atmosphere by the smoke of the engine became an insuperable objection. Towing by horses was next tried, but the duration of the passage through the three and one-half miles of the long tunnel was fourteen hours, and even with picked teams and drivers it was found impossible to reduce this time below thirteen hours, which was evidently entirely too long.

The next trial was of a horse-power tow-boat hauling on lines attached to hooks firmly fastened in the sides of the tunnel and placed at intervals of 650 feet. As fast as one line was wound in by the capstan, a new line was attached, which had previously been fastened to the hook next beyond by two men who preceded the tow-boat in a skiff for this purpose. By this means one tow-boat could tow from 30 to 40 boats, but the time occupied was from ten to twelve hours.

While this system was in operation one of the tow-paths was removed and the increase in water-way thus created greatly reduced the difficulty of towing.

Finally, the hooks and short lines were replaced by a submerged cable,

and this is the system now in use. The tow-boat tows as many as 40 boats at a time, and the average duration of the passage is six hours and fifty-four minutes for ascending fleets, and five hours and twelve minutes for descending ones.

It is evident from the above that it is of the utmost importance for the future of the canal that the summit-tunnel should be made of the maximum possible size, and that, if possible, navigation through the tunnel should be just as unembarrassed as anywhere else on the canal. If boats are compelled to wait at either end of the tunnel until a fleet is formed and the tow-boat is ready, the average time of through passages will be appreciably increased, and with it the cost of transportation. This method of working will also increase the consumption of water for lockage by increasing the proportion of boats going in the same direction during a given time.

For locks 20 feet wide we may assume that the widest boat will be 19 feet 6 inches. Two such boats will occupy a space of 39 feet, and with 3 feet for margins, a total width of 42 feet is required for convenient passage. In view of the fact that even with this width the tunnel will be the widest of any long tunnel that has ever been built, I would recommend that the clear width proposed by Colonel Sedgwick (46 feet) be reduced 4 feet, which will reduce the height two feet, and effect a saving in excavation of about 113,000 cubic yards, which at \$4 per yard amounts to \$452,000. There would also be some saving in arch-masonry and in concrete flooring.

The cost of each item of tunnel-work has been carefully elaborated by Colonel Sedgwick on the basis of present contract prices. I think that they are low, and that he hardly allows a sufficient margin for unforeseen contingencies, such as the encounter in the tunnel of a large body of water. To provide more fully for these items, while I would reduce the width of the tunnel to 42 feet, I would retain the estimate for the 46-foot tunnel. I have therefore made no change in the estimate on the summit-tunnel as prepared by Colonel Sedgwick.

It will, of course, be understood that the tunnel in question must be operated by some power other than animal strength, as no tow-path will be provided. The present tendency on all canals is so strongly in favor of steam as the motive power, that we will apparently have to wait but a short time for the entire disuse of towing by animals.

As a matter of interest I append the dimensions of several well-known and long tunnels :

Name.	Kind.	Length in miles.	Width in feet.	Height in feet.	Remarks.
Grand Junction Summit, England	Canal	1. 16	16½	18	7' 6" water.
Kilsby, England	Railroad ..	1. 36	27	23½	
Westheath, England	Canal	1. 53	18½	18	
Hauenstein, Switzerland	Railroad ..	1. 55	26	24½	
Harecastle, England	Canal	1. 66	14	16	
Netherton, England	Canal	1. 73	27	24½	8' water.
Blisworth, England	Canal	1. 75	16½	18	
Box, England	Railroad ..	1. 80	30	28	
Pouilly, France	Canal	2. 07	20½	22	
Thames and Medway, England ..	Canal	2. 25	30	34	
Thames and Severn, England . . .	Canal	2. 39	15	-----	8' water.
Nerthe, France	Railroad ..	2. 88	26½	26½	
Woodhead, England	Railroad ..	3. 00	14½	20	
Marsden, England	Canal	3. 15	9	17	
Riqueval, France	Canal	3. 52	26½	26½	
Hoosac, United States	Railroad ..	4. 74	26	26	Unfinished. As proposed by T. S. S. As proposed by W. E. M.
Mont Cenis	Railroad ..	7. 59	26½	22	
St. Gothard	Railroad ..	8. 97	28½	21½	
Chesapeake and Ohio Summit . . .	Canal	3. 75	46	28	
Chesapeake and Ohio Summit . . .	Canal	3. 75	42	26	

The above table shows that while the proposed Chesapeake and Ohio Canal tunnel is not extraordinary in its length, being but a quarter of a mile longer than the Riqueval tunnel, it yet greatly exceeds any of those named in its cross-section.

INCLINED PLANES AND LOCKS.

The steepness of the longitudinal slopes of the canal and the local difficulties in Will's Creek Valley and elsewhere, make it unadvisable to build a canal which shall be limited to locks as the only means of overcoming differences of level. While the use of locks throughout the line is theoretically admissible, it is practically inadmissible on account of the great difficulty of keeping up the short levels between the locks, and also on account of the great loss of time in passing so many locks. For this reason a large number of inclined planes have been introduced on the line. Between Cumberland and the summit-tunnel are seventeen inclined planes, varying in height from 20 to 120 feet, and overcoming a total height of 1,185 feet. If this elevation were gained by locks with the usual lift of 8 feet, it would have necessitated 148 locks in addition to those already on the line.

In the upper part of Will's Creek the descent from the summit is effected entirely by planes, the first lock appearing two miles above Bridgeport.

On the western slope, which is much more gradual than the eastern, there are six inclined planes, varying in height from 36 to 82 feet, and fifty-six locks, varying in lift from 6 to 16 feet, but the majority have heavy lifts, only twelve having lifts less than 12 feet.

Of the entire practicability of these inclined planes there can be no reasonable doubt. They are in use in the United States on the Morris and Essex Canal, and in England on the Monkland Canal. Full drawings of the Morris and Essex inclined planes accompany this report. The Monkland inclined plane carries up a caisson in which the boat is water-borne. This is by far the best arrangement for the boat, but requires the strongest plane and the heaviest rolling-stock. Such a plane with caisson is now in process of construction on this very canal, about one mile above Georgetown, in order to lower canal-boats in the river, a vertical fall of 36 feet. In a few months all doubts as to its practical operation will be fully solved.

From a late inspection of this work, and after consultation with its builder, I find that the cost of the necessary machinery for this plane is \$60,000, the total cost of the plane being about \$100,000. As it is built on a system which, though more costly, is evidently preferable to that in use on the Morris and Essex Canal, I have thought it prudent to assume its adoption on this extension. For this reason I have doubled the estimated cost of inclined planes, and therefore add \$1,134,000 to the estimates, this being the sum of the costs of the planes as given in Colonel Sedgwick's report. It is proper to add in explanation that his report antedates the construction of the plane in question, and therefore he did not have the benefit of this experience.

AQUEDUCT-BRIDGES.

On the eastern slope of the canal are five aqueduct-bridges, one over Savage Run and four over Will's Creek. These crossings of Will's Creek are forced by the extremely rugged nature of the defile and the presence of the Connellsville Railroad which often prevents the adoption of a more favorable line. Designs for all of these aqueducts have been prepared. They are to be arched-masonry bridges, the span of each arch being 50 feet. The total number of arches in these aqueducts is

twelve, which is a little more than an average of two arches to each aqueduct.

On the western slope are six aqueduct-bridges, of which the three over the Castleman are short, but the three over the Youghiogheny are long. Designs have only been prepared for the aqueduct-bridges above and below Falls City. The upper of these has seven spans and the lower three. There will be no difficulty in building any of these aqueduct-bridges.

PASSAGE OF THE "NARROWS."

The narrowest place through which a passage must be found for the canal is just above Cumberland. Here the space between the two halves of Will's Mountain is occupied by two lines of railroad on one bank and the National Road on the other. The manner in which Colonel Sedgwick has solved this troublesome problem is very creditable to his engineering skill. It consists substantially in widening the stream as far as possible, sustaining the sides by vertical walls of masonry, and then placing the canal in the bed and isolating it from Will's Creek by a strong masonry division-wall. The most difficult point was how to get it into the "Narrows" at the upper end without interfering with the numerous railroad-tracks or with the National Road. The method adopted cannot readily be explained without maps, and to these reference is made for full information.

EXTENSION BEYOND CONNELLSVILLE.

Thinking that it would be practicable to establish a slackwater navigation on the Youghiogheny as far up as Connellsville, and knowing the strong desire of the inhabitants to have such a navigation, I directed Colonel Sedgwick to stop the canal survey at Connellsville, and beyond that place to survey the river to a connection at West Newton with the work done in 1873 by Lieutenant Mahan, engineers. This was done, and the results are given in the accompanying maps.

Between the suspension-bridge at Connellsville and the bridge at West Newton, a distance of twenty-six and one-half miles, the fall of the river surface is 122.6 feet. As a rule there is a narrow strip of bottom-land on one side, and an abrupt hill on the other, throughout this distance; there are a few points on the line where the construction of either slackwater or canal would be troublesome, but there is no place that compares in difficulty with points above. The worst section is in the Narrows, below Connellsville. Here we have the Little Falls, eight and one-third miles below Connellsville, Middle Chute, ten miles below, and Great Falls, eleven and one-half miles below. If a slackwater navigation is established, one dam will come at the head of Little Falls, one at the foot of the Middle Chute, and one in the rapids above Great Falls. The last-named site is objectionable on account of the narrow bed of the river at this place, but the others are good.

In estimating the cost of a system of locks and dams, the first question to be settled is the size of the locks. To determine this we must first consider the interests that require water-transportation.

Along the entire length of the Youghiogheny, from its mouth to Connellsville, there are heavy deposits of bituminous coal, and Connellsville itself is the center of a district widely known for its excellent gas-coal, coke, and iron. These products are in great demand both East and West, and their only outlets are by the Pittsburgh and Connellsville Railroad, and by a branch of the Pennsylvania Central which has been built within the past year. The producers are therefore unanimous in their desire to have cheap water-transportation both East and West.

Canal-boats will answer their purpose for communicating with eastern markets, but as a large portion of the West can best be reached by way of the Ohio River, they naturally desire either to have Connellsville made the head of the steamboat navigation, or else to have such a water-connection with the Ohio as will enable them to load their products at their mines into such barges as are used on the Ohio for transporting coal and coke in fleets. These barges are from 125 to 130 feet long, and 25 feet wide, and it is evident that any navigation that will pass these will also pass the boats that ply on a canal whose locks are 120 by 20. If, therefore, we can arrange matters satisfactorily for Ohio River coal-barges we will have ample space for the regular canal navigation.

Coal-barges may be brought to Connellsville through river-locks large enough to accommodate a tow-boat with one or more barges, or through river-locks accommodating only one barge at a time, or through an independent canal.

The first method I believe to be impracticable without the construction of reservoirs to furnish additional supplies in long and dry summers. For further information on this point I would respectfully refer to the report of the survey of the Youghiogheny River, below West Newton, made under my direction in 1873, by Lieutenant Mahan, engineers. It will be found in Report of Chief of Engineers for 1874, part 1, page 558. We are therefore reduced to the consideration of slack-water with locks for one barge at a time, or an independent canal with locks of the same size.

It would not be difficult to decide this question if we could tell with any certainty whether or not steam would ultimately come into general use for propelling canal-boats. If such should be the case within a few years, then slack-water below Connellsville would be by far the best construction; boats that still used animal power could be accommodated by a tow-path on one or both banks; this, however, would necessitate dredging at the heads of pools, as there is always less water near shore than in the channel, and boats drawn by lines must pass near the shore.

Were there no probability of the adoption of steam for propulsion, then it would be better to continue the canal to West Newton, up to which point it seems practicable to have navigation with large locks.

Believing as I do that it is but a question of a few years before steam will be in general use on all first-class canals, especially on those whose chief business is the transportation of coal, I conclude that slack-water below Connellsville, with locks for barges, is better than an independent canal. Should future business justify it there would be no difficulty in having two locks at each dam, one of which might be as large as the largest on the Monongahela; in that case such regulations could be established as would limit navigation to the small lock during those seasons of the year when there was a scarcity of water.

It is not likely that Ohio River coal-barges will ever have independent propelling power, but they could be moved up and down the river by tugs adapted in size to the locks. The only difference would be that the tug and the barge could not pass the dam at the same time. In this respect the slack-water would be no worse than an independent canal, supposing that the barges were similarly towed on the canal.

The greatest disadvantage of the independent canal below Connellsville is that it only accommodates one bank of the river. Factories could probably transport their products to the canal by means of bridges and wire tramways, but the expense of such structures would operate to shut out all mines and quarries, as their heavy products must be

moved cheaply in order to pay a fair return to the capital invested. An exception would be found where deep natural pools permitted boats to lock down into the pool, but such pools are too rare on the Youghiogheny to affect the general argument.

Locks to pass an Ohio River coal-barge, 130 by 25, should be 146 feet between gates, and 26 feet wide. These are the locks on which the estimate has been made. It is proper to state that when Colonel Sedgwick and I talked over the question of the extension beyond Connellsville we were both agreed that it ought to be a canal. The careful study of the subject necessary to prepare this report has caused me to change my mind as indicated above.

The canal survey stopped just above Connellsville, at the mouth of Dunbar Creek. In adjusting the sites and lifts of the dams on the Youghiogheny, I found that the lowness of the bridges and the height of the floods made it difficult to establish a satisfactory connection between canal and river navigation. I finally concluded that the best way to pass the bridges without raising them, which I desired to avoid, was to continue the canal through New Haven, the town opposite Connellsville, and terminate it in the Youghiogheny just above the abandoned Southwest Pennsylvania Railroad bridge. By carrying the canal through with a water-line at the reference 868.00 we can keep above the river floods, avoid the suspension bridge entirely, and secure adequate head-room under the bridge of the Fayette County Railroad. At the end of the canal we have a lock whose lift varies from 11 feet to nothing, by means of which there will be easy exit from or entrance into the canal at all stages of the river. The local business of Connellsville will be accommodated by a basin in New Haven. It is a part of this plan to change the mouth of Dunbar Creek and turn it into the river above lock 56.

I am not at all sure that it would not be a preferable solution to remove the suspension bridge, rebuild it at a higher level, and increase the height of the first dam below Connellsville. The chief objection to this arrangement is that the surface of the Youghiogheny at Connellsville would have to be raised so high in order to get 7 feet at the mouth of Dunbar Creek that there would be great danger of flooding the lower part of the town in times of freshets.

The comparison of the two methods may very properly be left until such time as there seems a reasonable chance that the work may be built. For the purpose of an estimate, I have adopted the first-named plan. As the canal-survey stopped at Dunbar Creek, the estimate on this additional mile and a quarter of canal must be considered as only a rough approximation.

The estimate made by Colonel Sedgwick will, therefore, be increased by two 9½-foot locks, one 11-foot lock, and by a mile and a quarter of new canal, together with the additional embankment required from the last lock at the Fayette County Railroad bridge to the present mouth of Dunbar Creek. It will be diminished by the removal of one 16-foot lock no longer required. We must therefore modify his estimates as follows:

Additional canal trunk, and increased embankments at end of old line	\$35,000
Two 9½-foot locks, at \$27,000	54,000
One 11-foot lock	30,000
Total cost of new work	119,000
Deduct one 16-foot lock	43,755
Net increase in cost	75,245

The water-surface of the canal at its new termination will be at the reference 868.00, and that of the river at the same place during low water will be 857. This, therefore, is the level of the upper Youghiogeny pool, and from it we will descend by locks averaging 10 feet until the Monongahela is reached at McKeesport, whence there is a slack-water system already in operation to Pittsburgh.

The following dams must be built:

Number.	Location.	Width of river in feet.	Lift of dam in feet.	Elevation of sur- face of pool above low tide.
1	One-half mile above Broadford Station.....	320	9	857. 00
2	Near Broadford Station	600	10	848. 00
3	One mile below Dawson.....	460	10	838. 00
4	Head of Little Falls	400	10	828. 00
5	Foot of Middle Chute.....	330	10. 5	817. 50
6	Head of Great Falls.....	270	10	807. 50
7	Near Layton Station.....	450	10	797. 50
8	Mile and a quarter below Layton	440	10	787. 50
9	Jacob's Creek Station	590	10	777. 50
10	Smith's Mills	570	10	767. 50
11	Above Snyder's Station.....	500	10	757. 50
12	Below West Newton Bridge	500	10	747. 50
13	Half mile below Sutersville.....	450	10	737. 50
14	Above Robbins's Station.....	520	10	727. 50
15	Long Run Station.....	490	10	717. 50

The last three dams, which come below West Newton, are described in my report on the Youghiogeny River, dated August 14, 1874. It is proper to state that in that report these dams were expected to maintain, at the heads of their respective pools, a depth of 6 feet, while in the present report this depth must be 7 feet in order to conform to the standard depth of the canal. This increase of one foot over the depth assumed in the report just mentioned has necessitated a change in the sites originally selected. I have also reduced the estimated cost by omitting portions of the foundation which additional investigation has shown to be unnecessary. The first twelve dams will have small locks (146 by 26) and the last three will have large ones, (250 by 56.) The great scarcity of water, which calls for the greatest practicable tightness of dam, and the slight difference in first cost and great difference in durability between a masonry and a wooden dam, have caused me to estimate only for masonry dams. The lack of time and of funds prevented an exact determination of the sites for locks and dams, and therefore we will assume that half of the upper dams and locks will be on rock and all the rest on gravel.

ESTIMATE—YOUGHIOGHENY SLACK-WATER.

6 small locks on rock, at \$35,500.....	\$213, 000
6 small locks on gravel, at \$40,000	240, 000
3 large locks on gravel, at \$90, 000	270, 000
2,180 linear feet of masonry dam on rock, at \$62.....	135, 160
4,236 linear feet of masonry dam on gravel, at \$80	338, 880
6 abutments on rock, at \$3,500	21, 000
9 abutments on gravel, at \$4,000	36, 000
Total	1, 254, 040

In taking the sum of the lengths of the dams it has been assumed that half the widths of the locks would be in the bank, and that the lengths of the dams would consequently be less than the widths of the river by half the widths of the locks.

SUMMIT-RESERVOIRS.

As has been several times stated, no estimate was made on summit-reservoirs, but an approximate estimate is required in order to make this report complete as far as possible under existing circumstances. As is stated in detail in Colonel Sedgwick's report, it is assumed that the Pleucher Reservoir, proposed in the report of 1826, will be built, and also a lower reservoir nearer the line of the canal, the total capacity of the two reservoirs being 252,667,000 cubic feet.

In the absence of any better means of getting at the cost of these reservoirs, I have thought it best to follow the precedent of the new storage reservoir of the Croton Aqueduct at Boyd's Corners, New York, on which an excellent report has been made to the American Society of Civil Engineers, by J. J. R. Croes, resident engineer. The capacity of this reservoir is 364,000,000 cubic feet, or 44 per cent. greater than the sum of the two reservoirs required for the canal. It has a water surface of 279 acres, a maximum depth of 57 feet, a mean depth of 30 feet, and its total cost (omitting some additions to the original plan whose cost is not reported) was \$590,000.

The dam is of masonry, and the reasons assigned by the engineer for preferring masonry to earth are as follows:

No dam at this place could be made safe or water-tight without removing all the natural material and founding the structure on the rock. All the earth within a mile of the dam-site contained so large a proportion of bowlders and coarse gravel as to render it unfit for water-tight embankment, except at enormous expense for separating and screening out the stone. An earthen embankment would have demanded for safety a tunnel through the rock of the hill-sides for the discharge-pipe at the stream-level, and a rock-cut of some 15,000 cubic yards in the hill-side at flow-line for waste-water.

The stream was liable to sudden and severe freshets, which could not be prevented from overflowing the dam during construction. Such a freshet would necessarily destroy a partially completed earth embankment.

An abundant quantity of stone of excellent quality lay on the hill-side within a short distance of the dam-site.

These considerations led to the decision that the dam should be of masonry.

I think that substantially the same reasoning, especially as regards freshets, should lead us also to adopt masonry-walls for our reservoirs. I make no estimate for feeders, as the upper reservoir will feed into the lower through the existing stream, and the lower will be so near the line of the canal as to make the cost of its feeder too small to be worth considering in an approximate estimate of this character.

I would therefore assume for the approximate cost of the two reservoirs \$600,000. As the canal-reservoirs are located where the country-rock belongs to the Carboniferous strata, and is comparatively easy to work, the cost of masonry will be much less than at Boyd's Corners, where the country-rock was gneiss. I have, however, made no reduction on this account, believing that it would be better to consider this as an offset to the probable greater length of dam required.

SUMMARY OF ESTIMATES.

Summing up the estimates already found, we have as follows: for the total cost of a first-class canal from Cumberland, Md., to Connellsville, Pa., and of a system of locks and dams on the Youghiogheny from the latter place to McKeesport, on the Monongahela, whence to Pittsburgh there is a slack-water system in actual operation:

Canal proper, as per Colonel Sedgwick	\$21, 173, 795
Additional cost of new terminus at Connellsville	75, 245
Summit-reservoirs, approximately	600, 000
Additional cost of inclined planes	1, 134, 000
Total estimated cost of canal	22, 983, 040
Estimated cost of slack-water on Youghiogheny	1, 254, 040
Total cost of the water-route from Cumberland to Pittsburgh	24, 237, 080
Which, in round numbers, may be put at	25, 000, 000

In conclusion I must state that if the dimensions of this line had been restricted to those on the existing canal, the estimates would have been materially reduced. I have, however, estimated for a canal larger than the Erie, for reasons given in the opening of this report, and on the supposition that if this extension were made the canal below Cumberland would be correspondingly enlarged.

NORTH BRANCH ROUTE.

This route is for a canal up the valley of the North Branch of the Potomac to the mouth of Savage River. At this point it connects with the survey made in 1873, for a canal-route up this stream to the valley of the Castleman, near Salisbury. As a through route for connecting the Chesapeake with the Ohio River, the line by the North Branch of Potomac and Savage River is greatly inferior to the Will's Creek route in being longer, in having a higher summit-level, (thus necessitating greater lockage,) and in having a tunnel at least one mile longer. If, therefore, a through line is built, I am decidedly of the opinion that it should go by way of Will's Creek. For further comparison see my report, dated March 20, 1874, printed in Report of Chief of Engineers for 1874, part 1, page 493.

As a local line the North Branch route is well worth consideration, since, at the mouth of George's Creek, it reaches the great George's Creek coal-basin, from which both railroad and canal draw their supplies of coal. An extension of the canal to George's Creek would save twenty-eight miles of railroad-transportation, and would undoubtedly give the canal a business that would pay a fair interest on the cost of construction. The section of this line between George's Creek and Savage River, a distance of nearly two miles, is very difficult to construct, on account of existing bridges and mills, and the occupancy of the limited area of level ground by the town of Piedmont. There is no present need of this piece of canal, and therefore I would recommend that the canal-line be stopped at the nearest point to the mouth of George's Creek at which a convenient coal-basin can be built. The island just below Piedmont is well adapted to this use if the left channel is closed by an embankment.

On this North Branch line there are no aqueduct-bridges, no tunnels, and no inclined planes; nor need there be any doubt as to the water-supply if the canal-trunk is made reasonably tight. In case of necessity a reservoir can be built on Savage River, or on the North Branch, that will fully make good any deficiency in dry summers.

The question has arisen whether it would not be better to build a lock and dam at the head of the present Cumberland pool, and thus have a longer length of slack-water at the lower end of this branch canal. On this point I cannot speak positively, as it would require a more definite knowledge of the low-water discharge of the stream, the height of floods, and the local characteristics of the proposed site than we were able to acquire. My present opinion is that the natural banks are so

low that we would be compelled to make a low dam in order to avoid expensive leveeing against floods, and that it would not back up sufficiently far to justify its construction. Moreover, more water is needed for a slack-water than for a canal, and judging by the low state of the Cumberland pool in dry summers, I should consider it hazardous to build a dam higher up, which will only be supplied by one of the two streams that fill the Cumberland pool.

This North Branch canal has been treated as a local extension to the coal-fields of the existing Chesapeake and Ohio Canal, and therefore its dimensions and draught have been made the same as those of the canal already built. It is, therefore, a smaller canal than the one projected as the Will's Creek through-transportation route.

From the mouth of Savage River to the guard-lock at Cumberland the distance by the canal-line is thirty and one-half miles, and of this distance nearly two miles is the slack-water of the Cumberland pool, leaving twenty-eight and one-half miles of canal proper. The fall is 335.3 feet, and is overcome by 43 locks, the average lockage being 7.8 feet. The canal is assumed to be of the same size as the Cumberland division of the existing canal, namely, 62 feet width of water-surface, 32 feet width of floor, and 6 feet depth of water, with locks 100 feet long and 15 feet wide.

The estimated cost is	\$2, 656, 558
If we omit the upper two miles, whose estimated cost is	418, 314

We have as the cost of the canal from Cumberland to George's Creek	2, 238, 244
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ADDITIONAL SURVEYS NEEDED.

To complete this subject the following surveys should be made :

Survey of summit water-shed and reservoirs.

Relocation of line in the upper part of Will's Creek Valley.

Survey for an extension across Maryland to Chesapeake Bay.

The first-named might be left until work on the canal is actually begun, as I think there can be no serious question as to the practicability of supplying the canal with water, and the work on the summit-tunnel would necessarily consume so much time that the reservoirs could be surveyed and built before the tunnel was ready.

The second survey might also be left until the work of construction is about to begin. It is not absolutely essential, as the present surveys have given a practicable line of canal; still it is desirable to make the lifts of the inclined planes more regular, and this part of the line is so complicated that additional study will be sure to repay its cost in improving the location.

The third survey I consider as very important. The canal greatly needs a connection with Baltimore or Annapolis, that will pass loaded canal-boats without breaking bulk. If the Chesapeake and Ohio Canal is deserving of being considered as one of the great through-transportation routes, it merits help in finding a better eastern terminus than Georgetown.

Dr. William Howard, in 1827, reported a feasible route from Georgetown, via the Eastern Branch of the Potomac, to Baltimore, following closely the present line of the Baltimore and Ohio Railroad.

Messrs. Fisk and Hughes, in 1837, reported to the governor of Maryland on this route, and Mr. Isaac Trimble, in the same year, made a similar report to the mayor and city council of Baltimore.

Col. J. J. Abert, chief of the Corps of Topographical Engineers, in

1838 reported to the governor of Maryland a feasible route to connect the canal with Baltimore by way of Seneca Creek, the headwaters of Rock Creek, and Brookville. His investigations were strictly limited to routes lying wholly in Maryland, and therefore did not discuss the route via Eastern Branch.

All of these surveys and reports came to naught after the construction of the Baltimore and Ohio Railroad, but they have again become valuable on account of the national demand for cheap water-transportation.

I think that the time has now come for re-opening this forgotten question, to see if these or other routes are practicable and to decide which is the best.

I estimate the cost of this survey at \$15,000. It will be more expensive than the usual survey of such a length of canal-line, because the great question will be that of water-supply by reservoirs and feeders, and this branch of the examination will require a thorough survey of the water-sheds lying above the line of the canal, as we know from past investigations that an extension to the Chesapeake is impracticable without reservoirs.

Respectfully submitted.

WM. E. MERRILL,
Major Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

REPORT OF MR. THOMAS S. SEDGWICK, ASSISTANT ENGINEER.

CUMBERLAND, MD., *December 1, 1875.*

SIR: I have the honor to make the following report of the surveys, made in 1874 and 1875, in regard to the extension of the Chesapeake and Ohio Canal, westward from Cumberland, Md. The survey commenced in 1874, and completed in 1875, was by way of the valley of Will's Creek to the summit of the Allegheny Mountains near Meyersdale, Pa., (formerly Meyer's Mills,) and thence by the valleys of the Castleman and Youghioghny Rivers to West Newton, Pa. The other survey was made in 1875, and extended from Cumberland, Md., up the North Branch of the Potomac, to the mouth of the Savage River.

WILL'S CREEK ROUTE.

That portion of this route from Cumberland to the mouth of the Castleman River at Confluence, Pa., (formerly Turkey Foot,) has long been known as the Will's Creek route, and was surveyed in 1824, by Capt. William G. McNeill, of the Topographical Engineers, under the direction of the board of engineers for internal improvements, organized in April, 1824. The object of the survey was to compare this route with the Deep Creek route, which followed up the North Branch of the Potomac, Savage River, and Crabtree Creek, crossing the summit of the mountains by various lines, and entering the Youghioghny Valley either by Deep Creek or by the Little Youghioghny; thence following down the Youghioghny to an intersection with the Will's Creek route at Turkey Foot, now Confluence.

This comparison showed the Will's Creek route to be eighteen miles shorter and 440 feet lower at the summit than the Deep Creek route and the water-supply quite as abundant.

As stated in my report of January 30, 1874, the pre-eminent advantages of this route were beyond doubt, nor would there now be any question in regard thereto, but for the fact that the Pittsburgh and Connellsville Railroad has since been constructed directly along this route all the way from Cumberland to Confluence, occupying, except near Confluence, the exact location, mile for mile, made for the canal in 1824; the same statement is true for that portion of the route from Confluence to Pittsburgh. In consequence of the railroad location the line of the canal would have to be laid on the opposite or left side of the Castleman River, except for a distance of about five and a half miles east of Confluence, and it would likewise have to be placed on the left bank of the Youghioghny River, from Confluence to Connellsville, excepting at

Ohio Pyle Falls; moreover, on that portion of the route from Cumberland to the summit of the mountains, the establishment of the railroad has introduced new conditions, so that grave doubts arose as to the practicability of laying a canal along this section at all, at a feasible cost. To determine the character of these conditions and the increased cost arising therefrom, and to determine further the cost of the whole line of canal to some point on the Youghiogheny (near Connellsville) which might be reached by slack-water, the surveys of the past two seasons have been made.

CONDUCT OF THE SURVEY.

Your instructions for beginning the survey were received on the 7th of August, 1874, but owing to the delay in making arrangements with professional gentlemen to take charge of the three surveying parties that were directed to be put into the field during the season of 1874, the two parties assigned to the divisions extending east and west from the summit of the mountains did not rendezvous at Meyersdale until the 20th of August, and, owing to some delay in the arrival of tents, they did not get to work until the 25th of August. The party assigned to the first division, that from Meyersdale to Cumberland, began operations with energy, made a traverse of the route across the mountain between Meyersdale and the mouth of Bowman's Run, and then traced the straight line connecting the points selected for the ends of the tunnel; this tunnel-line was found to agree quite nearly with the surveys of 1824 for the same summit tunnel. The party assigned to the second division, that from Meyersdale to Confluence, began work on the 26th of August, following down Castleman River. The third party, assigned to the division from Confluence to Connellsville, assembled at Confluence, and began work on the 1st of September, following down the Youghiogheny River by its left bank.

The party of the first division prosecuted their work with diligence, and completed the survey of the division to Cumberland by the 28th of November. The party on the second division had reached Pinkerton Station, Pittsburgh and Connellsville Railroad, on the 28th day of October; and on the same day the third party had pitched camp at Indian Creek, a station on the Pittsburgh and Connellsville Railroad, but their survey was seven miles behind, extending only two miles west of Ohio Pyle Falls.

In accordance with the project of the survey, the three parties were to be in the field three months, but it appearing that neither of them would be able to complete the survey of its division within the allotted time, I arranged, with your consent, to disband the party on the second division, and to allot its unexpired time to the other parties; this change enabled the party on the first division to complete their survey to Cumberland. The party on the third division was directed to complete the surveys on the second division, with a view to make the whole survey complete from Cumberland to Ohio Pyle Falls, (Falls City.) The result verified my expectations, as the party on the first division reached Cumberland on the 28th of November, and the other party reached Confluence about the 5th of December, although in consequence of a heavy snow-storm they did not fully complete the survey to that place until the 10th of December, but a majority of the party was dismissed on the 30th of November.

The difficulties encountered on the survey were many and troublesome. Nearly the whole route from Meyersdale to Ohio Pyle Falls lay through an unbroken woods, with a dense and heavy growth of laurel, through which the line of the survey had to be cut day by day and mile by mile, as was the case also on the first division as far east as Bridgeport. As soon as the field-work was closed, the parties were disbanded, and headquarters established at Cumberland, for the completion of the maps, profiles, and plans.

The office-work occupied the months of December, 1874, January, February, and a portion of March, 1875, during which time were prepared fourteen sheets of maps of the line surveyed, on a scale of one inch to 1,000 feet; twenty-one sheets of profiles on the horizontal scale of one inch to 500 feet, and vertical scale of one inch to 25 feet, and twenty drawings of aqueducts, bridges, &c., several of the latter, however, being incomplete.

The profile-sheets show the longitudinal profile of the line as surveyed, and the positions of the locks on the line; and transverse profiles of the ground taken at frequent intervals, which illustrate the general character of the work to be done in forming the canal. The general declivity of the adjacent stream is shown by a broken line under the surface profile, with elevations and rate of fall per mile written thereon.

Where the canal can be formed by a single embankment by taking advantage of the slope of an opposing hill or mountain, the surface of the ground on which the embankment is to be built is shown by a dotted line. Sketches of the railroad bridge to be passed under at Cook's Mills, at the head of the Narrows of Will's Creek, and street bridges over Will's Creek in Cumberland, are shown, with many other details.

The maps show the general topography of the line of survey, with very accurate details of the features of the adjacent creek and rivers, and of the Pittsburgh and Connellsville Railroad. The elevations of the streams are written in their appropriate

places on the maps, from which the declivity of the water-courses may be found without referring to the profile.

Information of an appropriation for the completion of the survey having been received, the report of operations in 1874 was not completed. On the 1st of April, 1875, office-work was resumed, and on the 14th of June the party organized for the completion of the survey rendezvoused on the Youghiogheny, at Ohio Pyle Falls, in Fayette County, Pennsylvania, and prosecuted the survey for canal-extension to Connellsville, Pa., which place, seventeen miles distant from Ohio Pyle Falls, was reached on the 20th of July.

The section from Ohio Pyle Falls to Connellsville was very difficult to survey, being extremely rough, and along steep mountain-slopes, covered with rocks, and with a dense growth of laurel reaching down to the edge of the river, and the party had to cross the river twice each day in a frail boat built for that purpose at Ohio Pyle.

The weather was very unfavorable for work, as, during twenty days of the month employed on this section of the line of survey, there was rain-fall, usually quite heavy.

From Connellsville the Youghiogheny River was surveyed with a view to improvement by slack-water as far as West Newton, a distance of twenty-five and a half miles, the survey terminating on the 13th of August. The river was carefully traced by a line surveyed on the left bank, triangulations being made to the opposite side, and numerous soundings taken on these lines of triangulations. A heavy rise in the river on the 8th of July interfered with the progress of the work for several days, and in consequence of the high water the survey from Layton Station to West Newton had to be conducted on the right bank of the river.

The levels were connected with the bench-mark made by Lieut. F. A. Mahan, Corps of Engineers, in 1873, on the east abutment of the bridge crossing the river at West Newton, and described by him as bench-mark No. 1, with the reference, 248.157. The reference of this bench-mark in our figures is 763.71, as referred to the datum-line of the old surveys of the canal.

In my report of the reconnaissance of the Savage River route in 1873, I made mention of an old bench-mark pointed out as made in 1828, the reference of which was marked on the bench itself 1,972, the datum-line as shown by the old reports being low tide at Georgetown, D. C. This bench-mark and reference was taken as the base for the surveys of 1874, and when these surveys were brought down to Cumberland, it was found that the reference of the bottom of the canal at the feeding-lock, as thus determined, differed but 135 feet from its elevation, as determined during the construction of the canal. The levels of the survey on the western slope of the mountains were continued from Ohio Pyle Falls to West Newton, and they gave as the reference of Lieutenant Mahan's bench-mark the figures recorded above.

A measurably complete location of the line of the proposed canal has been made from Cumberland, Md., to the mouth of Dunbar Creek, one mile above Connellsville. Special attention has been given to its alignment, the crossing of streams and rivers, the location and position of locks and planes, and their lifts and heights, the selection of sites for dams, to turn the available feed-water of contiguous rivers and creeks into the canal under the most favorable conditions, and to the locations of basins, road-crossings, aqueducts, culverts, and other masonry structures.

The study of the application of inclined planes to the canal, as substitutes for locks, as described in my supplemental report of March 30, 1874, has been made a special feature of the survey, especially in the section from the summit of the mountain to Cook's Mills, ten miles north of Cumberland, and locations of inclined planes have been made on that section, and several also on the descent of the western slope of the mountains.

The general character of the survey has been for a canal of the first class, having a width at the water-surface of 70 feet, and a depth of 7 feet, with locks 120 feet long, and 20 feet wide. This size of lock will pass boats carrying 180 tons, and themselves weighing about 94 tons. These dimensions of the canal prism have been varied wherever the local conditions indicated such changes to be desirable or necessary. Aqueducts have been designed for a clear width of 45 feet; at deep rock-cuttings, and on steep side-hill slopes, where, to construct a canal of the standard dimensions would be onerously expensive, the canal width has been reduced to 45 feet; a similar reduction in width is made where the canal is spanned by permanent bridges. This width will allow two boats to pass each other at the restricted places, which I consider an essential feature in a first-class canal, more particularly in view of the probable early use of steam on such canals. At all the narrow places indicated above, the sides of the water-prism will be nearly perpendicular, and the sectional area will be from 305 to 308 square feet, a loss of about 24 per cent. as compared with the full section in earth, with slopes of one on one and a half. The restricted places would have a width 2.37 times the width of a boat, and a sectional area 2.67 times the cross-section of a boat. The total length of such restricted places is not greater than judicious economy seems to warrant.

GENERAL FEATURES OF THE ROUTE AND OF THE SURVEY.

The summit tunnel is located at the same place, and on the same line selected by the surveys of 1824, the design at that time being to take the feed-water from a large reservoir to be provided on Castleman River at Forney (now Livengood's) Mills, about one mile below Salisbury, Pa. The length of this feeder would have been five and one-half miles.

In the report of the surveys made in 1873, on the Savage River route, I stated that the reservoir at Livengood's Mill would now be impracticable on account of the valuable property, public and private, that would be submerged thereby, and the consideration of the great loss of water that would take place on a feeder five and one-half miles long led me to assume a summit-level 28 feet lower than that adopted by the surveys of 1825. By this arrangement of the summit-level the feed-water of Castleman River can be taken at a point less than one-half of a mile from the western basin of the summit-level and where a storage reservoir of a large capacity can be made.

The elevation of the bottom of the tunnel was taken 10 feet higher than the mouth of Flaugherty Creek, and its elevation above tide at Georgetown, D. C., is therefore 1,944 feet. The line for the tunnel was carefully surveyed and its length was found to be three and three-fourths miles, the tunnel being 46 feet in clear width, and 28 feet in clear height. The cut at the western approach is 6,800 feet in length, and that at the eastern approach 1,450 feet. A basin 1,300 feet long is provided, in the village of Meyersdale, just beyond the western approach; it is formed by an embankment on the left made from the waste material from the approach cut and a natural bank on the right; at the eastern approach a basin of the same size is to be excavated. The total length of the summit-level is 5.88 miles.

Following the line of survey westward, the canal turns to the right out of the valley of Flaugherty Creek, through the town of Meyersdale into the valley of Castleman River, lying between the Pittsburgh and Connellsville Railroad and the river, on the edge of the river-bank. It continues in this position for a distance of 1.75 miles, and in this section there are two locks of 6 feet lift each. Provision is made for feeding the canal from Castleman River just below the second lock; the conditions being favorable for a dam 18 feet high, which would form a reservoir of considerable capacity.

Beyond this the canal lies at the foot of a bluff hill, around which it turns to the right, being formed by the tow-path embankment, and then turning to the left crosses the river at 2.37 miles from Meyersdale, the aqueduct being 250 feet long. Immediately after the crossing of the river the canal for a distance of 900 feet is formed by the tow-path bank on the right, and a natural hillside on the left. From this crossing of the river, until within 5.4 miles of Confluence, the canal-line lies on the left bank of the river. The general character of the valley is alternately flat bottom-lands, and steep side-hill slopes coming down to the edge of the river; but the flat ground is greatly in excess, and the conditions generally favorable to economy of construction. The line is often laid close along the bank of the river at the foot of steep, rocky, slopes, and frequently requires to be supported by a retaining-wall founded on the rocky bed of the river. Three inclined planes have been located on this portion of the line; one of 54 feet height at two and one-half miles below Garrett Station, Pittsburgh and Connellsville Railroad; one of 38 feet height just opposite Castleman Station, and one just below Pinkerton of 36 feet height. The number of locks on this section is 22, with lifts ranging from 8 to 16 feet. The lifts are made to increase gradually as the line progresses down stream, which arrangement seems to be warranted by the increase in the supply from the river.

From the crossing of the river near the Brooke Tunnel, on the Pittsburgh and Connellsville Railroad, by an aqueduct 180 feet long, to the crossing of the river just above Confluence, there are five locks, and one plane of 40 feet height, the latter being at Harnedsville. The average length of the levels is 1.07 miles; the shortest levels are three in succession, of 2,000 feet each, while the longest one is 4.07 miles long.

Between Meyersdale and Confluence the canal is fed from the river at three places, at about equal distances, by dams to be built across the river with heights of from 16 feet to 18 feet, forming reservoir pools. One of these pools will be within one and three-fourths miles of Meyersdale, another at Mineral Point, some ten miles farther on, and the third near Fort Hill.

There are no large streams coming in on the left side of the river, and only about two or three that will require a culvert so large as 20 feet span. Between Pinkerton Station, on the Pittsburgh and Connellsville Railroad, and Confluence, the river is very crooked. The Pinkerton Bend is nearly two miles long, measured by the left bank of the river. The distance across the bend is 2,500 feet, but this route would necessitate two aqueducts, and the construction of tunnel some 800 or 900 feet long. There was not sufficient time at our disposal to survey this alternate line.

The canal line is planned to cross the Castleman just above the town of Confluence, by an aqueduct 330 feet long, to the tongue of land lying between the Castleman and Youghiogheny, so that it may afterward cross the Youghiogheny just above the mouth

of the Castleman by an aqueduct 400 feet long. These two aqueducts, 3,000 feet apart, are on the same level.

The distance from Meyersdale to the mouth of the Castleman is 32.9 miles, and the fall of the Castleman in that distance is 616 feet, which is an average of 19.3 feet per mile.

After crossing the Youghiogheny, as just described, the line is laid along the left bank to Ohio Pyle Falls, a distance of eleven miles, in which distance the river falls 106 feet. The general features of this section are very similar to those between Meyersdale and Confluence. There are eight locks, aggregating 108 feet of lockage. One and a quarter miles below Confluence there are four locks, having intervals of 2,000 feet, followed by a level 3.94 miles long. Each of the remaining levels is more than one mile long. The canal is fed from the river at a point 2.38 miles below Confluence, where there is an excellent site for a dam.

At Ohio Pyle Falls the river makes a great horseshoe bend, which is 1.9 miles long, as measured along the left bank, while the distance across the neck of the bend is but 1,800 feet, or but a few feet more than one-third of a mile. In this distance the river falls 94.7 feet.

The canal-line crosses the river at the upper end of the bend by an aqueduct 420 feet long, and the neck is passed by a cut 16 feet deep at the highest point. The descent to the river on the other side is made by a plane 80 feet in height, and the line immediately recrosses the river by an aqueduct 210 feet long at a height of 28 feet above the surface of the river. A feeder is provided to empty into the canal just below the foot of the plane, from a dam to be built about one mile above, on the bend of the river.

There are but few places between Confluence and Ohio Pyle Falls where the conditions require the narrowing of the canal below the standard width, although there are several places where the canal-line lies on steep, rocky slopes, and occasionally the bluffs come down to the river and force the line to the water's edge. In these cases retaining-walls are proposed to support the canal. Rock excavation obtains on nearly the whole length of this section, as there is but a limited amount of bottom-land, and there will consequently be some difficulty in procuring sufficient clay for puddling purposes. The Castleman and Youghiogheny Rivers both flow in rock-beds, and nearly all the retaining-walls, locks, culverts, and aqueducts can be founded on bed rock; and at nearly all the places where the canal-line is laid close on the river-bank, there are low, alluvial lands on the opposite side of the river in which new channels for the river may be cheaply made, furnishing at the same time clay for tightening and puddling the canal-banks. Rock will be so greatly in excess, that the retaining-walls may be laid up with exterior slopes varying at pleasure from 4 on 1 to 1 on 1, and of any required thickness, at the cost of laying the stones in place. The same remark is applicable to slope and protection walls.

From Ohio Pyle the line continues along the left bank of the river to the mouth of Dunbar Creek, one mile above Connellsville, at which point the survey for the canal ended. This section is fifteen and two-thirds miles long and has eight locks of 16 feet lift, one of 14 feet, one of 13 feet, two of 12 feet, and one of 10 feet, and one plane of 70 feet height, opposite Stewarton Station, on the Pittsburgh and Connellsville Railroad. The lockage of this section aggregates 273 feet, and in this distance the river falls 247 feet. The level preceding the plane is 1.68 miles long, another is 2.27 miles long, and the remainder vary in length from six-tenths to one and three-tenths miles. The canal enters the bed of the river opposite Indian Creek, where it is wide enough to allow the formation of the tow-path in its bed, the canal being contained between this embankment and the steep mountain-slope that descends to the water's edge. At this place the canal should be again fed from the river by constructing a dam just below the mouth of Indian Creek, which is a stream of considerable size. The canal-line terminates by entering the Youghiogheny at the mouth of Dunbar Creek, immediately after passing under the Fayette County Branch Railroad.

The occupancy of the river-bank below Dunbar Creek by the Southwest Pennsylvania Railroad, whose embankment-slope reaches into the river, would require the canal to be laid in the river if it were continued to Connellsville. The termination at the mouth of Dunbar Creek was chosen on account of the expectation that navigation up to Connellsville would be secured by locks and dams in the Youghiogheny itself, and that the upper pool of this slackwater would at least extend to the end of the canal-line. Since the completion of the survey of the river to West Newton, and after studying it in company with yourself during your tour of inspection about the 1st of September, I am now decidedly of the opinion that the canal should be extended to West Newton, for the following reasons:

If the river were locked and dammed from Connellsville to West Newton, merely as an extension of the canal, with locks of the same size, it would not be much more advantageous for commerce than an independent canal between the same points.

A large surface would be exposed to evaporation, and there would be an increased loss of water from this cause.

Tow-paths would have to be constructed along the whole length of the slack-water.

The interruptions, caused by floods, would be considerable on the slack-water, while the canal would be perfectly free from annoyance from this cause.

The expense of building locks and dams in the bed of the river would probably be at least equal to the cost of the canal, and from the necessities of the case these constructions would be much more exposed to injury, and more difficult to prevent from leaking.

The control of the limited water-supply would be much more effectual on the canal than on the river, and less would probably be needed to keep up navigation.

If the locks in the river below Connellsville were to be made large enough for steamboats there would be a necessity for an increased supply of water, and there seems good reason to fear that such increase could not be obtained during dry summers without constructing large and costly reservoirs.

For these and other reasons I think that the canal-line should be extended to West Newton.

Returning now to the summit of the mountains and following the line of survey eastward, the canal is laid along the side-hill slopes of the Will's Creek Valley, and inclined planes have been freely used, the steepness of the descent making the use of locks of ordinary lifts impracticable except in special localities.

The summit-level extends to a point 1.35 miles east of the eastern portal of the tunnel and terminates at a plane of 64 feet in height; the level commencing at the foot of this plane is 0.87 mile in length, and ends at a plane 60 feet high; the third level is 1.59 miles long, and the plane at its eastern end is 100 feet in height; the fourth level is 0.86 mile long, terminating at a plane of 35 feet in height; the fifth level is 1.57 miles long, and the plane at its eastern end is 120 feet high; the sixth level is one-quarter of a mile long, and the plane that follows it is 20 feet high. This plane descends into the bed of Will's Creek, to avoid a very bad location on a steep, rocky hillside, where the canal, if built, would have been restricted to 45 feet of width. By the arrangement adopted, the full width of canal is secured, and a pool, or basin-reservoir, is formed at Southhampton, 2,000 feet long, 100 feet wide, and more than 7 feet in depth. The pool is formed by a dam 18 feet high, and 150 feet long, which turns all the water of Will's Creek into the canal at a distance of six and three-fourths miles from the eastern end of the summit-level. The seventh level is 2.04 miles long, and ends at a plane 107 feet high. As this level leads out from the pool at Southhampton a guard-lock will be needed for use when a flood on the stream raises the pool above the ordinary level. Savage Run is crossed by this level on an aqueduct of 53 feet span. Incline No. 7 descends to the bed of the creek, where a pool is formed by a dam at the crest of the falls of Will's Creek; from this pool the canal-line passes through a tunnel 400 feet long, and at once crosses Will's Creek at an elevation of 38 feet above the bed of the stream, by an aqueduct of two spans of 50 feet each; on leaving this, it strikes the natural surface, on which it continues for a distance of 100 feet, and then recrosses Will's Creek at an elevation of 49 feet above the stream by an aqueduct of two arches, each of 50 feet span. This level is three-quarters of a mile long, and has one dam, one tunnel, and two aqueducts; it is terminated by a plane (No. 8) of 72 feet in height, which takes the canal down to the bed of the stream. The stream is followed for a distance of 400 feet, and the line then cuts through a sharp point, the length of cutting being 200 feet, and its extreme depth 75 feet.

Immediately after leaving the cut, Will's Creek is crossed, at an elevation of 20 feet above the bed of the stream, with three spans of 40 feet each. The line then strikes a terrace, where the cutting on the center line is 3 feet, for a distance of 1,000 feet, when it again crosses Will's Creek at an elevation of 35 feet, with three spans of 50 feet each. From this place this level holds its way along the steep slope of the mountain on the south side of the stream for a distance of 2.03 miles, ending at plane No. 9, which has a height of 115 feet. The tenth level is 0.43 of a mile in length, and ends with a plane of 71 feet height. The next level is 0.58 of a mile in length, and terminates at a plane of 119 feet height, which descends to the bed of Will's Creek, at 13.94 miles from the eastern end of the summit-level. The line was brought down to the creek because it was found to be very difficult to get around the point of the mountain at this place, as the change in direction was 120° , and a nearly perpendicular face of rock had to be passed at an elevation of 115 feet above the valley. Further examinations may result in getting a favorable passage around this point by a tunnel. A new channel is to be made for the creek to the left of its present bed, and a storage-reservoir is located here, feeding directly into the canal.

After passing the point just mentioned, which is opposite the mouth of Gooseberry Creek, by two locks of 8 feet lift, and two levels, each 1,200 feet long, the valley of Will's ceases to be a narrow ravine, widening out into beautiful meadows, and there are no obstacles of more than ordinary difficulty until we approach the Narrows near Cumberland. A level two-thirds of a mile long, and a plane 40 feet high; another level of about the same length and a plane 60 feet high; and a third level of one and one-sixth miles, with a plane 70 feet high, being the line to a point six-tenths of a mile south of

Bridgeport. Thence we have a level 1.44 miles long, and a plane 55 feet high, followed by a level of 1.48 miles long, with a plane 46 feet high, bringing the line to within one mile of Cook's Mills Station, on the Pittsburgh and Connellsville Railroad. From this point to Cumberland, a distance of 10.4 miles, there is but one plane, as the canal lies in a wide, open valley, and the descent can be satisfactorily made by locks.

In this distance of ten and a half miles, the fall of the creek is $169\frac{1}{2}$ feet, and this fall will necessitate twenty-one locks, each of 8 feet lift. It is not considered advisable to make the lifts greater than this, as the larger portion of the water-supply between the summit and Cumberland must be drawn from the summit-level. Five of the twenty-one locks must be placed in the Narrows within a distance of two miles, as the fall of the stream is greater here than above. In the Narrows the locks are with but one exception at equal intervals, of nearly 2,300 feet, which is not at all a bad condition.

The canal is necessarily taken under the Pittsburgh and Connellsville Railroad, where it crosses Will's Creek, near Cook's Mills Station, and its bottom is placed at a depth of 18 feet below the bridge-chords. Again, 2.6 miles further on it is necessary to take it under the Cumberland and Bedford Railroad, near Ellerslie Station, at the same depth as at the first-named crossing. At the first place there is ample room under the present bridge for the canal by taking it under the westernmost of the four 100-foot spans, but at the crossing of the Bedford Railroad a new span will be necessitated so as to make room for the canal on the west side of the creek. From this point on, the canal-line lies between the railroad and the bed of Will's Creek, until it reaches the gorge at the mouth of Braddock's Run at the north end of the Narrows.

At four places below Bridgeport the canal is laid in the bed of the stream, and provision is made for a new channel for the creek to the left, the excavated material being taken to form the tow-path embankment, which is also the guard-bank against floods. Wherever the creek-channel is occupied, a natural hill or bank forms the berm-side of the canal, while but a low height of tow-path bank is required to form the canal, the natural surface on which the tow-path is to be placed being generally from 6 to 8 feet above the bed of the creek. By providing in such cases new channels for the creek to the left of the present channels, we are enabled to keep the creek to the left of the canal-line to within a mile of the Narrows, where the canal crosses the creek for the last time by an aqueduct 170 feet long. In a short distance farther the canal must be taken under the Pittsburgh and Connellsville Railroad embankment, and down to the bed of the creek by means of a plane, after which it passes under the Eckhart Branch Railroad, for which an additional arch or a truss bridge must be provided. From this place to Cumberland, the canal and the creek will occupy the Narrows between the railroad on the left and the National Road on the right, and will be separated by a masonry division and guard wall from 18 to 25 feet high, the canal being on the left next to the railroad. There is room all the way through the Narrows for a canal 70 feet wide* and for a water-way 100 feet wide for the creek, and this is its present average width. The width necessary for canal and creek is obtained by removing the side slopes of the railroad, and of the National Road, and supporting these roads by retaining-walls. By these means, though very expensive, there is no difficulty in passing the Narrows with quite favorable conditions of stability for the works of the canal. The canal passes under the National Road where the latter bridges the creek, and this will, therefore, necessitate an additional arch or trussed span, or preferably, the road-bridge might be destroyed and the National Road carried over the creek and canal by an iron truss-bridge leading to the junction of Center and Mechanic streets, near the northern suburbs of the town. The proposed new bridge would have the advantage of keeping the National Road away from the railroad, and thus making it safer for travel. The canal joins the reservoir-pool of the Potomac River well down in the town, passing under the Baltimore and Ohio Railroad viaduct.

That portion of the canal between the mouth of Jennings's Run and the head of the Narrows may be improved in location by crossing the creek just below the gorge at the mouth of Jennings's Run, and supporting a level on the hill-slopes on the left side of the creek, and using a plane of 65 feet height at the same location as that indicated

* The width of the canal at and through the Narrows, has been determined by the consideration, that should the canal be extended by this route, the shipment of coal from the George's Creek mines would most probably be made at the mouth of Jennings's Run, four and one-sixth miles from Cumberland, and one and seven-eighths miles north of the Narrows; therefore the section of the canal in the Narrows should be of the full standard width in order to accommodate the great coal business that already requires, at Cumberland, the passage over the terminal level of from 80 to 100 boats per day.

If the canal were lessened in width the boats would have trouble in passing each other, and should several ascending boats crowd into the same level it would be seriously depleted of water, and the passage of the boats would thereby be retarded. This retardation would occur when there was the greatest press of business, and therefore at the very time when it would be most injurious.

for the plane 32 feet high. The difference in the cost of the earth-works would not be very great, the aqueducts would balance each other, and eight locks would be avoided. The line would be somewhat lengthened by the improved location, but boats could pass over the inclined plane and the longer level in less time than they could over the located line, with seven levels and eight locks. The saving in time would be about 45 minutes.

The eastern slope of the canal, from the summit-tunnel to Cumberland, must mainly depend for its water-supply upon the summit-feeder, but arrangements have been made to turn the available flow of Will's Creek into the canal by means of dams and short feeders, and by occasionally bringing the canal into the bed of the stream, as at Southampton and at the falls of Will's Creek. Feed-water is also taken four times between Bridgeport and Cumberland, at each of those places where the bed of the creek is to be occupied by the canal, and a new channel made for the creek. There are several small streams emptying into Will's Creek, upon which reservoirs could be made, the largest ones being Little Will's Creek, Jennings's Run, and Braddock's Run, each of which would yield water enough to replenish the ordinary losses on five or six miles of the canal.

There was neither time nor a sufficiency of funds to make the necessary examinations in regard to the supply of feed-water for the summit-level of the canal. As outlined in my report of explorations made in 1873, the supply must be stored in large reservoirs, to be located in the valley of Castleman River above Meyersdale, and should be sufficient to supply the eastern slope of the canal as far as Cumberland, in order to guard against a failure in the additional supplies arranged for along this slope; and also to supply the western slope as far as the first feeder below Meyersdale.

WATER-SUPPLY.

In determining the amount of water needed for the use of the canal, I have been guided by the table of consumption of water deduced from the latest French practice, as stated by Graeff, which you sent me for use. This table shows that the maximum losses by evaporation, absorption, filtration, leakage, false maneuvers, and other incidental causes on a canal built in the ordinary manner, of $48\frac{1}{2}$ feet width at water-line, 33 feet width at the bottom, and $5\frac{1}{2}$ feet depth of water, may be put, after the canal has been in use for a few months, at from 4 to 6 cubic feet per running foot in twenty-four hours. To be safe in our estimates, we will take the larger amount given in the table, and put these losses at 6 cubic feet per running foot in twenty-four hours. To apply this experience to the canal under consideration, which is considerably wider and deeper than that given in the table, we will first endeavor to separate the losses by evaporation from the other losses enumerated above, and after estimating what would be the increase due to the evaporation on our wider canal, then determine what would be the losses due to the other causes by reason of the increased cross-section. Graeff does not give an estimate of the loss chargeable directly to evaporation, but from his remarks, he apparently considers it about one-quarter of an inch in depth in twenty-four hours. He does, however, state that the losses due to all the above-mentioned causes on concreted sections of canal vary from 0.24 to 0.38 of an inch in twenty-four hours, and presumes that this loss is mainly due to evaporation. Now, evaporation is very uniform in its action in an open and cultivated country, but the other causes of loss vary with the construction of the canal and the nature of the soil through which it passes. It is evident that a canal which is mostly in embankment will lose more than one which is mostly in excavation. We therefore feel warranted in assuming the smaller estimate, 0.24 of an inch, as the measure of loss due to evaporation.

As this figure agrees very well with estimates derived from other sources, it has been adopted, and for convenience in computation has been taken at 0.25 or one-fourth of an inch.

This makes the evaporation on the Marne-Rhine Canal, which is the one described by Graeff, 1 cubic foot per running foot in twenty-four hours, leaving 5 cubic feet per running foot in twenty-four hours chargeable to the other losses, which losses may be considered as mainly dependent on the wetted perimeter.

The water width of our canal is 1.44 times that of the Marne-Rhine Canal, and therefore the evaporation will be 1.44 cubic feet per running foot in twenty-four hours. The same proportion holds between the wetted perimeter of the two canals, and neglecting the difference in depth, the losses due to other causes should therefore be put at 7.20 cubic feet per running foot in the same time. But as the pressures on a square foot of bottom in two canals of different depths vary as those depths, and as the same law holds on the side slopes, it seems proper to estimate that an increase in pressure will cause an increase in losses by filtration and leakage at mechanical structures. The depths of the two canals are $5\frac{1}{2}$ and 7 feet, and the latter being 27 per cent. the greater, we should add 27 per cent. to the figures just obtained. This will give us 9.14 cubic feet per running foot in twenty-four hours for all losses except those due to evaporation, and adding the latter we will have 10.58 cubic feet for losses of all kinds.

Graeff gives many other sources of loss which must be considered as affecting the longitudinal slopes of a canal, such as difference in size of locks, crowding of boats into short levels, and incidental losses due to general navigation. These last losses may arise from the surface being disturbed so as to cause water to escape over the waste-weirs, and other low places on the banks, where unusually large waves are made by passing boats; or they may be due to an excess of water poured into a level from the one above, when the latter was emptied for repairs. This excess would escape over the waste-weirs and lock-gates.

A partial remedy for these losses would be provided by placing the tops of the waste-weirs and the tops of the lock-gates about 6 inches higher than the normal surface of the water in the canal, for the purpose of retaining a portion of the surplus water that must occasionally be thrown into a level. The quantity that could be saved in our canal in this way would amount to 184,800 cubic feet on a level one mile long. Considerable losses from oscillations of the water-surface, due to other causes, would be materially lessened by this plan of construction. To cover these losses, which do not admit of accurate determination, we will add ten per cent. to the figures previously found, and we thus obtain for losses of all kinds on the longitudinal slopes (except those due to movements of boats that do not pass the summit-level) 11.64 cubic feet per running foot in twenty-four hours. This is equivalent to 42.68 cubic feet per mile per minute, and, neglecting fractions, we will finally assume for the losses mentioned above 42 cubic feet per mile per minute. These figures represent the rate of loss on any longitudinal slope of canal, without regard to the number of boats that may pass over it, provided they all enter or traverse the summit-level, and this loss must be replenished by water drawn from the summit-level and from the auxiliary feeders. The section from the summit to the first feeder is of course dependent on the summit-level for its supply.

We will consider the summit of our canal to be 6 miles long, which is very little in excess of the true length. Graeff's formula for the consumption of water on the summit-levels of canals built in the usual way is, $\frac{2 e n}{L} +$ (from 5 to 11,) and for concreted

summit-levels $\frac{2 e n}{L} + 2$. Both of these formulas give the consumption per running foot in twenty-four hours. L represents the length of the level in feet, e the prism of lift in cubic feet, and n the maximum number of boats passing in one day. It will readily be seen that these formulas are based on the expenditure of two lockfuls of water to each passing boat; a larger consumption than is estimated in American practice. So large a consumption of water for lockage could only take place on the hypothesis that all the boats entering the summit-level are going in the same direction, which, to say the least, is highly improbable. If they should alternate regularly at the locks, but one lockful of water would be expended by each boat. The practice in the United States is to allow one and a half lockfuls of water for each boat that passes the summit-level, and experience seems to show that this allowance is ample. This amount was also the basis of the original estimate made for the same summit-level that we are now discussing, by the Board of Internal Improvements in 1826. We will, therefore, accept it as the basis of our calculations, and assume one hundred as the maximum number of boats that will pass the summit-level in one day. At the eastern end of the summit-level is an inclined plane 64 feet high; for reasons given in full on pages 5 and 9 of my report on "inclined planes," (printed as Ex. Doc. No. 265, H. of R., 43d Congress, 1st session,) the expenditure of water at this plane will equal that at an 8-foot lock. At the western end of the summit-level is a 6-foot lock. The latter will, therefore, require less water than the plane at the eastern end, but, for convenience in calculation, we will assume an average lock of 7 feet lift at each end of the summit-level; we will also change the $2 n$ of Graeff's formula to $1\frac{1}{2} n$.

A 7-foot lock consumes 16,800 cubic feet at a lockage. One hundred and fifty lockages during twenty-four hours will consume 2,520,000 cubic feet, which, for a level six miles long, is at the rate of 79.5 cubic feet per running foot in twenty-four hours. If to this we add 8 cubic feet as the average of the losses by evaporation, leakage, filtration, &c., expressed in the formula as "from 5 to 11," we have for the total loss on the summit-level 87.5 cubic feet per running foot in twenty-four hours, which is 2,773,440 cubic feet for the entire summit-level.

We will now determine the additional quantity of water which must be furnished by the summit-level in order to make good the losses on those portions of the adjacent slopes which depend on it for their supply. Owing to the small quantity of water that can be gathered on the eastern slope, the whole of this slope as far as Cumberland will be considered as dependent on the summit-level. Of the western slope a distance of 4,800 feet is similarly situated.

The eastern slope is 28.84 miles in length, from which we will deduct two miles for aggregate length of the planes, leaving 26.84 miles on which to calculate losses. Using the loss per mile per minute previously determined for slopes, (42 cubic feet,) we obtain for the daily loss per mile 60,480 cubic feet, and for the daily loss on the eastern slope

1,623,280 cubic feet. A similar calculation shows that the daily loss on that portion of the western slope which is dependent on the summit-level, and which we will call in round numbers one mile, is 60,480 cubic feet. Summing up the losses thus obtained for the summit-level and its dependent slopes, we obtain as the grand total to be supplied in one day from the summit-reservoirs 4,457,200 cubic feet, equal to 51.6 cubic feet per second.

The season just passed was not favorable for determining the minimum flow of the Castleman River at the place where the feeding-reservoir, heretofore mentioned, would be constructed, and reference must be made to the gaugings of that stream made in 1825. [See Annual Report of the Chief of Engineers for 1874, Part I, page 537.] These gaugings show that the flow of Castleman was greater than the quantity found to be required, except in the month of July; we will, therefore, take the gauging of July 12, to represent the minimum daily flow for a term of one hundred days, covering July, August, and September, these months being considered the dryest of the year.

The summit-reservoir will be one-half mile above the mouth of Flaugherty Creek; and, as the full flow of Flaugherty Creek can be turned directly into the summit-level of the canal in the manner that will be described under the head of estimates, we can assume that the supply at the mouth of Flaugherty will be 46 cubic feet per second. This will leave a deficiency of 5.6 cubic feet per second to be provided by means of reservoirs.

The loss by evaporation on a reservoir becomes now of very considerable importance, as this loss must also be provided for in estimating the contents of the reservoir. We have previously determined the loss from evaporation to be equal to one-fourth of an inch of the depth of the surface in twenty-four hours. We may presume that losses from other causes will be small, but, to provide for them, we will add one-eighth of an inch, or half that found for evaporation. The Pleucher reservoir, surveyed for the canal project of 1825, (Report of Chief of Engineers, 1874, Part I, page 530,) was estimated to have a capacity of 4,679,029 cubic yards, and its surface area was 1,040,600 square yards.

We will assume that the reservoir proposed near the western end of the summit-level will be equal in capacity to the Pleucher reservoir and have an equal surface, and that both reservoirs are built. The loss by evaporation on these two reservoirs would be 585,337 cubic feet per day and 58,533,700 cubic feet in one hundred days. The quantity to be stored to supply the deficiency as found above (5.6 cubic feet per second) is 48,384,000 cubic feet, and the sum of these two quantities is 106,917,700 cubic feet. The two reservoirs would have a capacity of 252,667,000 cubic feet, which is more than double the amount that would be required.

The local necessities of the coal-trade for the George's Creek coal-basin indicate that in all probability the extension of the Chesapeake and Ohio Canal would give rise to a very considerable traffic between Cumberland and the mouth of Jennings's Run, which would be the point on the canal nearest to the coal-mines. The distance by canal from Cumberland is about four miles; the ordinary losses on this section of the canal are included in the previous estimates, but such a local navigation as that suggested would add largely to the consumption of water for lockage. The present amount of the coal-trade at Cumberland suffices to send out an average of from forty to fifty loaded boats per day, and receives about the same number of empty ones, thus requiring from eighty to one hundred lockages in twenty-four hours. Assuming that one-half of this business would be transferred up to Jennings's Run, such a change would increase the consumption of water on this section by about fifty lockages, and this would have to be made good from the summit-level or from intermediate feeders. It amounts to 960,000 cubic feet per day, and is an average of 11.11 cubic feet per second. This additional consumption might be provided for by a reservoir on Jennings's Run.

The measure of loss found for the usual causes, which was determined to be 42 cubic feet per mile per minute, gives 60,480 cubic feet per mile in twenty-four hours, and if efficient feeding-supplies were provided at intervals of ten miles, a constant flow of 7 cubic feet per second would supply the loss—and for shorter distances in proportion.

The interval between the first and second places of receiving feed-water on the western slope is 4.4 miles, and 11 feet is the greatest lift of lock on this section. Assuming that one hundred boats would pass this lock in one day, the excess of consumption of water in lockage over that of the 6-foot lift-lock at the west end of the summit-level is 1,200,000 cubic feet per day, and the ordinary losses would be for 4.4 miles, 266,112 cubic feet, their sum being 1,466,110 cubic feet, which is equivalent to a loss of 17 cubic feet per second. The second interval is 7.4 miles, and the greatest lift of lock thereon is 12 feet, requiring on the same reasoning as before, 8 cubic feet per second to supply its losses. The next interval extends a distance of 10.8 miles to Shoo-Fly Tunnel, (Pittsburgh and Connellsville Railroad.) The greatest lift of lock on this section is 16 feet, and this will necessitate a supply of 18.7 cubic feet per second, in order to provide for losses and for the difference in lift of lock over the lift used on the preceding section. Beyond this point there are no locks of greater lift than 16 feet,

and consequently there will be no greater demand for water than in the section last named. Below Shoo-Fly Tunnel the canal is fed at the following places: twelve miles below the tunnel, and nearly three miles below Confluence, eight miles farther on at Ohio Pyle Falls, and nine and a half miles farther on at Indian Creek. The length of canal supplied by the last-named feeder is six miles, being the distance between Indian Creek and Connellsville, where the canal survey ended. If a considerable local navigation should spring up at Confluence, or at any other point on the western slope, it would have to be accommodated in the same way as the local navigation at Jennings's Run.

From the statement above given there seems no reason to anticipate that reservoirs will have to be built anywhere on the western slope below Meyersdale. For further information on the water-supply of this slope, reference is made to Report of Chief of Engineers for 1874, Part I, page 541. On the eastern slope a reservoir will probably be needed at Jennings's Run in order to supply the anticipated local navigation at that place. Should there be any fear that the canal-supply will not hold out, reservoirs may subsequently be built on Will's Creek, near its head, on Little Will's Creek, and at various points mentioned in the report of the Board of Internal Improvements. There seems, therefore, to be no reason to dread an insufficiency of water for the extension of the Chesapeake and Ohio Canal, provided the streams continue to yield the same amount of water as in 1825. The time and funds thus far appropriated were all expended on the survey proper, and the question of water-supply has of necessity been discussed from the old data. Whether the change in the face of the country since 1825 has decreased the amount of water in the streams can only be ascertained by a careful series of observations made during a dry season.

It should be borne in mind that there will, in all probability, be no scarcity of water except in mid-summer, and the early part of autumn, and that these provisions and computations only apply to that portion of the year.

For a discussion of the amount of water that can probably be stored from the rain-fall at the head-waters of the Castleman, I would respectfully refer to the following extract from my report of January 30, 1874. (Report of Chief of Engineers, 1874, Part I, page 507.)

"If we consider the summit-supply as dependent on the average rain-fall and the catchment-basins, we find that the catchment-basin of the Pleucher reservoir is very nearly twelve miles long and five miles wide, and has an area of 60 square miles. The average annual rain-fall at Pittsburgh, Pa., was 34.96 inches, for eighteen years; at Marietta, Ohio, 41.58 inches, for twenty-eight years; at Portsmouth, Ohio, 38.20 inches, for fifteen years; at Carlisle, Pa., 34.00 inches, for six years; and at Gettysburg, Pa., 38.80 inches, for seven years. If we take an average of these as representing the annual rain-fall for the region under consideration, we get 38 inches per annum. Applying this to the catchment-area given, and assuming that but one-third of the quantity is caught by the reservoir, we have an annual quantity of 1,698,965,300 cubic feet—enough to fill the reservoir thirteen times; and the Piney Run reservoir with a catchment-area of twelve square miles would also be filled thirteen times; the total annual supply by rain-fall being 2,038,758,360 cubic feet, which gives an adequate supply for the use of the canal during a period of twenty-five months, with allowances for evaporation of reservoirs and loss in feeding.

"Again, if we take an average of the gaugings in March and June as representing the available rain-fall that will be caught by the Pleucher reservoir, we get 1,829,088,000 cubic feet as the annual supply, whereas the consumption for the use of the canal would be for ten months, 780,000,000 cubic feet, or only about 43 per cent. of the estimated supply. This estimate of consumption is twice as great as that assumed by the Board of Internal Improvements."

In relation to the system of inclined planes to be used on the eastern slope, the intention was to use double-track planes carrying the boats, in caissons filled with water or carriages so made as to keep the caissons in a horizontal position. The boat would be taken into and discharged from the caisson at the lower end of the plane, in the same general manner as from the boat-carriages, described in my former report on inclined planes; but at the upper end of the plane the canal-level would be terminated by a masonry chamber with one pair of gates, and the upper end of the caisson would likewise be provided with a gate or door. The caisson with the boat would be drawn up into the masonry chamber, and a connection as nearly water-tight as practicable would be made between them; the caisson-gate and the lock-gate would then be opened, and the caisson would then become, to all intents and purposes, a continuation of the upper level of the canal, and the boat would at once pass into the canal proper; boats would be taken into the caisson and down the plane by the reverse operation. If these caissons are kept filled with water, they will always balance each other, and only a small force will be required to start them and keep them in motion. If the ascending boat should happen to be empty, no more water need be carried up than would be required to float it, and a preponderance would thus be given to the descending caisson, which would suffice to operate the plane without the use of the hoisting-machinery.

If water-tight boxes be attached to the caissons, and the one on the descending caisson be filled with water, while that on the ascending one is left empty, a similar preponderance would be established, and the descending caisson would draw up the ascending one.

There seems to be no doubt that a canal operated entirely by double-track inclined planes, on which the boats are water-borne, could be worked with a less supply of water than an equivalent length of canal with locks.

Owing to ill-health, pressing duties in attending to the field-surveys, and the desire to complete this report at an early date, so that it might be presented at the beginning of this session of Congress, I have not been able to work out, to a satisfactory result, the detailed construction of the caisson plan for planes.

The masonry-chambers at the upper ends of the plane have been sketched on the profiles of the planes, which are shown without distortion on the profile-sheets, but their costs have not been estimated for. On the contrary, double-track planes, with the ordinary open carriage, have been estimated for, as stated under the head of "estimates."

I purpose working up the caisson plan, to determine how far it may be practicable, and its value as a substitute for locks. I will be pleased to transmit at some future time my conclusions as a part of the record of the survey, and of the study for this trans-Allegheny water-line.

WILL'S CREEK ROUTE—ESTIMATE OF COST.

In estimating the quantities and cost of the work, care has been taken to make them in excess rather than to study the making of minimum quantities, and in all cases a first-class character of work and construction has been considered.

So great a proportion of the line surveyed being on the slopes of the hills coming down to the river, there is always an excess of excavation over the embankment at any particular locality, or such excess can be provided by a slight change of the center line, by laying it higher on the side-hill slopes, so that the embankment that may be required at any special place is to be made from the excavation at or very near the same place, and the cost of such sections is estimated in excavation only; and the excavation being so generally in rock, as before remarked, there is always an abundance of this material at hand for laying slope-walls, and protection on embankment-slopes, where liable to be washed by the river-floods; and to such an extent do these conditions obtain, that thoroughly-built masonry retaining-walls may not often be required.

There will be considerable difficulty in procuring enough clay or shale or slate soils, or earth, to render the embankments water-tight, especially at those places where the rock-excavation is in excess. At a great many places, however, there can be an abundance of clayey earth procured from the flat bottom-land on the opposite side of the river or creek, which can be readily carted across at almost any time, as a reasonably low stage generally obtains except during floods.

The division embracing the eastern slope from Meyersdale to Cumberland does not come under the general character just described, as on nearly the entire length of the division a sufficient quantity of earth is to be had for making water-tight embankments.

The grading for the inclined planes is estimated for a width of 50 feet, making provision for a double track either for the carriages described in my report on planes, or for the caissons alluded to in this report.

The aqueducts, of which there are seven on the eastern slope, vary in length from 50 to 100 feet. There are six on the western slope varying in length from 100 feet to 430 feet, these lengths being estimated between the faces of the abutments. The aqueducts are designed with segmental circular arches, of spans of 50, 60, and 70 feet, and versed sines varying from one-sixth to one-fourth the span, with piers of 6 and 8 feet thickness and of 12 to 14 feet height. Plans and drawings of some of these structures are transmitted herewith as types.

The profile-sheets show cross-sections of the line of the canal at frequent intervals, illustrating the general character of the excavation and embankment for forming the water-prism.

The most important feature of the route is the summit-tunnel which is located near Meyersdale, Pa., on the same line and between the same points recommended by the Board of Internal Improvements fifty years ago. The more careful surveys of the past year show it to be three and three-quarters miles in length, with an eastern approach cut 2,300 feet long, and a western one 7,100 feet (one and one-third miles) in length. The greatest height of the summit above the grade-line of the tunnel is 924 feet.

The section of the tunnel when completed will be 46 feet in width, with sides nearly vertical to a height of 10 feet, covered with an elliptical arch of 46 feet span and 18 feet rise. (See section on profile-sheet No. 1.) The arch-lining is to be of brick, 22 inches thick, and the side walls of stone or brick, as may be found most convenient and economical.

This tunnel being in the lower coal-measures will pierce the various strata of sandstone, shale, slate, coal, and limestone, and the probability is that it will have to be lined throughout to render it water-tight; for this reason, a bottom lining of concrete is estimated for. The vertical sides and the elliptic form of the arch will allow passing boats the greatest room and close approach to the sides of the tunnel, while the clear headway of 21 feet above the water-surface is as little as can well be allowed for ventilation, and to get a strength of arch overhead, the radius of the crown being quite nearly 28 feet. (See profile-sheet No. 1.)

The surface-profile of the tunnel-line shows two depressions suitable for working shafts for excavating the tunnel, and these will divide the tunnel into three sections, the western section being 8,308 feet long, the middle one 6,000 feet long, and the eastern one 5,492 feet long. The western shaft will be 700 feet deep, and the eastern one 576 feet deep. The tunnel can be completed in six and one-half years from these two shafts; that is to say, two years will be occupied in taking out the approaches and sinking the shaft, and four and one-half years in excavating and lining the tunnel, dependent on the greater length of the western section of the tunnel. This allowance of time is based on an estimated progress of 3 feet per day at each working-face. I have no doubt that a daily progress of 4 feet is quite possible, but the loose character of the material and the necessity for shoring the roof and sides may make it less. The Nesquehoning tunnel in Pennsylvania, in the same general character of rock, progressed in heading 100 feet per month in conglomerate rock, and 160 feet per month in red shales, while the widening averaged a daily progress of 160 feet; more than 5 feet per day of general average.

I have analyzed the prices and costs of the tunnel-work in detail in regard to excavation or mining the rock, drawing it to the shaft, raising it, drawing it to deposit in banks, pumping of water with a 60 horse-power engine worked to its full capacity, and blowing of air to the working-faces in the tunnel. The prices given cover all these considerations, with an addition of 10 per cent. profit to the contractor. Owing to the great width of the tunnel and its consequent cost per linear foot, the open approach cut can be continued until it reaches a depth of about 78 feet before equaling the tunnel in cost per linear foot; and this may account for the lesser length of tunnel as compared with the length of tunnel recommended in 1828 by the Board of Internal Improvement, notwithstanding the fact that the present tunnel has been put 28 feet lower than the former. It is assumed the tunnel will be operated by steam-tugs, or by endless chains or ropes, kept in motion by fixed machinery; either of these methods will obviate the necessity of providing towing-paths in the tunnel, which would be expensive structures in themselves, and in addition would increase the width of the tunnel, and consequently the span of the covering arch. This would materially weaken the arch, unless accompanied by a corresponding increase in height, and an increase in height would add greatly to the amount of excavation to be made, besides necessitating an increase in the thickness of the lining-arch.

If a considerable expense were incurred in the construction of one or two towing-paths in the tunnel, and soon after steam navigation should be established on the canal, then the cost of having provided the towing-path would be a heavy and unnecessary item of capital to carry in yearly interest. In my report of 1874, I estimated the increased cost of tunnel for one towing-path at \$500,000, the interest on which, at 6 per cent., would be a sum more than sufficient to operate an efficient number of tugs (say six) to operate the tunnel to its full capacity.

The approach cuts are designed to have a tow-path of 8 feet width on each side, up to the portal of the tunnel, as a matter of utility, and to enable boats to be delivered and taken at the very portals of the tunnel, if it should be operated by an endless chain or wire rope, or in some other similar manner. These towing-paths would also act as berms to catch any *debris* that might be dislodged from the slopes of the cut, for which purpose they may be considered indispensable.

That portion of the approaches to the tunnel in which the canal-prism is in earth-excavation, is designed to have vertical side-walls of stone in order to maintain the width of 45 feet provided in rock-cuts and to support the towing-paths.

THE SUMMIT-LEVEL, SIX MILES LONG.

12,100 cubic yards earth-excavation, west end, at 20 cents.....	\$2,420 00
5,000 cubic yards rock-excavation, west end, at \$1.....	5,000 00
454,890 cubic yards earth-excavation, west approach, at 30 cents.....	136,467 00
279,900 cubic yards rock-excavation, west approach, at \$1.25.....	349,875 00
25,000 cubic yards earth-excavation, new channel for Flaugherty Creek, at 20 cents.....	5,000 00
350 cubic yards slope-wall in west basin, at \$1.50.....	525 00
150 cubic yards culvert-masonry, at \$8.....	1,200 00
4,760 cubic yards side-wall, west approach, at \$1.50.....	7,140 00
1 lock, of 6 feet lift, on rock foundation.....	17,600 00

Drainage, sluice, and waste-weir.....	\$2,800 00
2 street-bridges in Meyersdale.....	4,500 00
Damage Meyer's mill-race.....	250 00
Sum of items of cost, west approach.....	532,777 03

TUNNEL PROPER, 19,800 FEET—THREE AND THREE-FOURTHS MILES LONG.

1,066,270 cubic yards excavation, at \$4.....	\$4,265,080 00
41,250 cubic yards concrete bottom, at \$6.....	247,500 00
39,600 cubic yards side-wall masonry, at \$15.....	594,000 00
90,810 cubic yards brick-arch masonry, at \$12.50.....	1,135,125 00
49,860 cubic yards packing back of arch, at \$3.....	149,580 00
9,440 cubic yards shaft-excavation, at \$13.25.....	125,080 00
3,810 cubic yards brick lining shafts, at \$12.50.....	47,625 00
2,400 cubic yards portal-masonry, at \$12.50.....	30,000 00
Sum of items.....	6,593,990 00

If the cost of excavating and lining the shafts be taken from this sum, the cost of the tunnel is almost exactly \$6.02 per cubic yard; and the cost of the shafts is very nearly \$18.30 per cubic yard. The lining of the tunnel costs \$2 per cubic yard.

EAST APPROACH.

115,190 cubic yards earth-excavation, at 30 cents.....	\$34,557 00
32,480 cubic yards rock-excavation, at \$1.....	32,480 00
Farm-bridge.....	1,500 00
Changing county road at portal of tunnel.....	150 00
Drainage, sluice, and waste-weir.....	2,800 00
Plane, 64 feet high, east end summit-level.....	51,530 00
Five-sixths of a mile grubbing and clearing, at \$400.....	333 50
23 acres land-damages, west end level, at \$100.....	2,300 00
20 acres land-damage, east end level, at \$30.....	600 00
30 acres land-damage for deposit of spoil-banks, at \$100.....	3,000 00
Seven years' engineering superintendence.....	42,000 00
Add west approach.....	532,777 00
Add tunnel with 10 per cent. contingencies.....	7,253,389 00
Summit level.....	7,957,416 50

The western approach-cut crosses the present bed of Flaugherty Creek, and also the mill-race that supplies Meyer's mill. To carry the creek across the cut at this place would require an aqueduct of 100 feet span, at a height of 46 feet above the towing-path surface, and consequently the cheaper plan is to turn the creek across the valley above the portal of the tunnel by a dam and new channel as estimated, and to form the pool of the dam so as to connect with a feeder to the mill-race.

The grade of the canal is low enough to receive the water from the tail-race of Meyer's mill, and thus the mill-race practically feeds the canal from the reservoir formed on Flaugherty Creek.

The planes are estimated for double tracks in conformity with the general plan therefor submitted in my supplemental report on "Inclined Planes," dated March 30, 1874, the quantities of work and material having been carefully determined for each plane.

The quantities of excavation, masonry, and other items of the cost of the construction of the canal have been grouped into characteristic sections.

* FROM SUMMIT-LEVEL TO SOUTHAMPTON.

From the plane at the east end of the summit-level to the plane next below Southampton, a distance of eight miles, the line lies along the side-hill slopes on the south side of the valley of Will's Creek, following closely the contour-line corresponding to the grade of the canal, (the excavation about equals the embankment,) descending by planes at proper and convenient places to the bed of the valley. (See profile and map.) It may be described in detail as follows: After leaving incline No. 1, the line crosses the mouth of Laurel Run, and passes along a steep, rocky cliff, about one mile above Glencoe, at an elevation of 40 feet above the grade-line of the railroad. Along this cliff, for a distance of 500 feet, the width of the canal is contracted to 45 feet, and the tow-path embankment is formed on top of a retaining-wall. (See profile-sheet No. 2, section at station 563.) The canal descends to the valley by a plane 120 feet high, and in a short distance falls into the bed of the stream by a plane 20 feet high, thence it

lies in the bed of the stream for a distance of 2,000 feet in the pool of the dam for supplying water to the saw-mill at Southampton, and then lies along the hill-slopes for a distance of nearly two miles, coming down to the valley by a plane 107 feet high. The canal is brought into the creek at Southampton to avoid a perpendicular rock-cliff on the right-hand side just above the saw-mill, the canal leaving the pool along the mill-race. A new dam is estimated for, which is to be placed about 500 feet below the present dam. The low ground of each bank of the pool is to be excavated so as to make as large a reservoir as possible.

The flouring-mill and residence at the upper end of this pool and the saw-mill below would be destroyed. A guard-lock is provided at the exit from this pool, to guard against the effects of floods in the stream. During the ordinary stage of the stream this lock would remain constantly open, and the daily flow of the stream would be led into the canal through the lock; but in time of floods the lock would be closed, and have a lift equal to the height of the flood-surface above the ordinary level of the pool, while the surplus water would flow over the crest of the dam. This would be the first place at which the available flow of Will's Creek would be fed into the canal. The dam would be built on a rock foundation. (See special map of this place, appendix, sheet A.)

Savage Run is crossed by this level by an aqueduct-arch of 53 feet span and 17 feet 8 inches rise. (See special plan, appendix, sheet B, and plans of structures, sheet No. 1.)

ESTIMATE.

447,750 cubic yards earth-excavation, at 20 cents.....	\$89,550 00
155,100 cubic yards rock, (loose,) at 50 cents	77,550 00
155,210 cubic yards rock, (solid,) at \$1	155,210 00
143,410 cubic yards embankment, at 30 cents	43,023 00
44,530 cubic yards support-wall, at \$6.....	267,180 00
506 cubic yards arch-masonry, at \$15.....	7,590 00
Savage Run aqueduct on rock foundation:	
1,948 cubic yards pier and side-wall masonry, at \$12.50	24,350 00
4,753 cubic yards backing and wing-masonry, at \$10.....	47,530 00
Preparing foundation	350 00
547 cubic yards culvert-arch masonry, at \$12.50	6,837 50
822 cubic yards culvert-masonry, at \$8.....	6,576 00
460 cubic yards paving culverts, at \$2.50.....	1,150 00
Plane No. 2, 60 feet height.....	42,350 00
Plane No. 3, 100 feet height.....	60,180 00
Plane No. 4, 35 feet height.....	34,712 00
Plane No. 5, 120 feet height.....	79,755 00
Plane No. 6, 20 feet height.....	28,375 00
Plane No. 7, 107 feet height.....	67,134 00
Guard-lock, 8 feet lift (on rock).....	19,950 00
Towing-path bridge on dam	1,800 00
Six drainage-sluices and waste-weirs.....	16,800 00
Four county and farm road bridges.....	5,800 00
Seven miles grubbing and clearing, at \$400	2,800 00
Three acres land-damages, at \$20.....	600 00
Special damages at Southampton	20,000 00
Engineering superintendence	8,000 00

1,115,152 50

FROM SOUTHAMPTON LEVEL TO BRIDGEPORT.

This section includes eight levels, with six planes and two locks. The seventh plane descends into the bed of the creek, just above the falls of Will's Creek, and the canal-line occupies the stream for a distance of 800 feet.

The falls are formed by a well-defined ledge of rock lying squarely across the creek at a very narrow place. (See appendix, sheet C.) It is proposed to build a dam across the creek on the crest of the rock causing the falls, and to excavate the small flat area just above, so as to form a small feeding-reservoir with a guard-lock at the end of the dam, and with a towing-path bridge over the dam. From this pool the canal must pass through a high rock-point by a tunnel of 400 feet length in solid rock, to be of the same dimensions as the summit-tunnel, with the addition of a tow-path 8 feet wide. This tunnel will not require to be lined. The line then crosses the creek by an aqueduct of two spans of 50 feet each and 16 feet 8 inches rise, (See appendix, sheet D,) and in a distance of 1,000 feet again crosses the creek with an aqueduct of two spans of the same dimensions as the last one, and in a distance of 1,500 feet descends by a plane 72 feet high to the bed of the stream. At this place a new channel is proposed on the left in order to pass the creek alongside of the canal. A strong guard-bank is provided for. (See appendix, sheet E, and plans of structures, sheet No. 3.) The line then cuts deep into a sharp point by the side of a deep cut for the Pittsburgh and Connells-

ville Railroad at a depth of 12 feet below the grade of the railroad. (See profile-sheet No. 4, section at station 793.) Because of the depth of this cut, and of its being in rock, the canal-section is contracted to 45 feet, which contraction continues to the succeeding aqueduct. Will's Creek is here crossed again by an aqueduct of four arches, of 50 feet span and 7 feet rise, at a grade elevation of 18 feet above the creek. (See plans of structures, sheet No. 4.) The line is then supported on a low terrace for a distance of 700 feet, and Will's Creek is again crossed at Fairhope by an aqueduct of three arches of 50 feet span and 16 feet 8 inches rise, at an elevation of 33 feet above the creek.

The mill-race that feeds the Fairhope saw-mill is taken under the wings at the east end of this aqueduct by a 9-foot culvert, (See plans of structures, sheet No. 4,) and it is passed under the embankment in a similar manner before the next aqueduct is reached. (For plans of aqueduct at Fairhope see plans of structures, sheet No. 5, and appendix, sheet H.)

From Fairhope the line is supported on the slope of the mountain, on the west side of the creek, cutting deeply into the point of a rock-bluff just below Fairhope. (See profile-sheet No. 4, section at 834.) It has a plane 115 feet high, one 71 feet high, and one 110 feet high, the latter descending into the bed of the stream at this place in order to avoid a very difficult and steep, rocky point alluded to in the general description of this portion of the Will's Creek route. The location from the rock-point bluff, just below Fairhope, to this place is not a favorable one, as the mountain-slope is very steep, has a loose soil, and is covered with loose surface-rock, fallen from some rock-ledges higher up on the mountain.

The canal is passed around Gooseberry Point by two locks, of 8 feet lift each, in the bed of the stream, a new channel for the creek being made on the left. A feed-culvert is provided for the dam that turns the creek into the new channel in order that all the available water of the creek may be fed into the canal here at the foot of plane No. 11.

From this point to Bridgeport there are no conditions of unusual character affecting the location; two levels and two planes occur, as shown on profile-sheet No. 5. Some examination was made with a view of substituting four planes, between Fairhope and Gooseberry Point, for planes Nos. 9, 10, and 11, but without a satisfactory result.

An unusually deep tow-path embankment confines the canal-prism against the opposing mountain-slope just after passing Gooseberry Point. (See profile-sheet No. 5 section at 1019.50.)

ESTIMATE—LENGTH 6.45 MILES.

289,150 cubic yards earth-excavation, at 20 cents.....	\$57,830 00
31,000 cubic yards rock-excavation, (loose,) at 50 cents.....	15,500 00
299,800 cubic yards rock-excavation, (solid,) at \$1.....	299,800 00
30,000 cubic yards tunnel-approaches, (rock,) at \$1.....	30,000 00
24,000 cubic yards tunnel-excavation, at \$2.75.....	66,000 00
42,570 cubic yards channel-excavation, at 20 cents.....	8,514 00
291,660 cubic yards embankment, (borrowed,) at 30 cents.....	87,498 00
4,931 cubic yards arch-masonry, at \$15, (aqueduct).....	73,965 00
8,509 cubic yards of pier and side-wall masonry, at \$12.50, (aqueduct).....	106,362 50
14,834 cubic yards backing and wing-masonry, at \$10, (aqueduct).....	148,340 00
Contingencies (small) 3 per cent., (aqueduct).....	9,860 00
440 cubic yards culvert-arch masonry, at \$12.50.....	5,500 00
2,462 cubic yards culvert-masonry, at \$8.....	19,696 00
780 cubic yards support-wall, at \$6.....	4,680 00
500 cubic yards slope-wall masonry, at \$6.....	3,000 00
Plane No. 8, of 72 feet height.....	48,925 00
Plane No. 9, of 115 feet height.....	84,990 00
Plane No. 10, of 71 feet height.....	46,305 00
Plane No. 11, of 110 feet height.....	79,735 00
House for lock-keeper.....	1,250 00
Two locks, of 8 feet lift each, on rock.....	44,168 00
Two guard-locks, of 8 feet lift, on rock.....	44,168 00
Plane No. 12, of 48 feet height.....	39,587 00
Plane No. 13, of 60 feet height.....	49,625 00
Four drainage-sluiques and waste-weirs.....	11,200 00
Three dams, two with feed-culverts.....	10,000 00
Two tow-path bridges.....	3,000 00
County-road bridge at Fairhope.....	2,000 00
Road at Tub Mill Run crosses on grade of plane.....	25 00
Five miles grubbing and clearing, at \$400.....	2,000 00
Special damages at Fairhope.....	5,000 00
Forty acres land-damage, at \$20.....	800 00
Engineering superintendence.....	9,000 00

1,418,323 50

BRIDGEPORT TO COOK'S MILLS RAILROAD-BRIDGE.

This section presents no great difficulty. Coming from the foot of plane No. 13, the line turns the hill at the west side of the town of Bridgeport; thence crosses through a meadow and turns a high rock-bluff by a deep cut and a reduced section of 45 feet width, (see profile-sheet No. 5, section at 1135,) and descends by a plane 70 feet high to an old bed of the creek lying against a high bluff, where for a distance of nearly 4,000 feet the canal would be formed by a tow-path embankment built on the surface of the natural bank on the left of this old channel, the bluff forming the opposite slope. The creek will be confined to its proper channel by a guard-bank or dam to be built near the foot of the plane, which will also turn a small stream into the main creek. At this place a feed-culvert is provided to take water from the pool of the dam just referred to. This level continues through low farm-lands to plane No. 15, which is 55 feet high, the length of the level being 1.54 miles. Plane No. 15 descends into the bed of the stream, which is followed for a distance of 3,200 feet, after which the line leads off over low farming-lands. (See profile-sheet No. 6.) At this place a new channel is to be excavated to the left of the present one, and the stream is to be turned into it by a dam in which are to be put feed-gates as on the preceding level, the tow-path being on top of a guard-embankment. Another level, a plane 46 feet high, and a level with a lock of 8 feet lift, bring the canal into the mill-dam at Cook's Mill Station, (Pittsburgh and Connellsville Railroad.) Here, again, the main bed of the stream is to be taken for the canal, and a new channel provided for the creek, which re-enters the old channel just below the following lock of 8 feet lift. This lock is to be placed at the end of the old dam, and by its use the grade-line is brought low enough to pass the canal under the south span of the railroad-bridge at a depth of 19 feet below the bridge-chords. From the second lock until the line turns to the right and away from the bed of the creek a strong and high guard-embankment is to be made to keep the floods out of the canal. (See profile of line passing under railroad-bridge and section of canal under the bridge. Profile-sheet No. 6, and appendix, sheet I.) Feed-gates are provided for use in the dam, turning the creek into the new channel.

The four spans of the railroad-bridge at this place provide so great an excess of water-way for the creek that no possible damage can accrue by passing the canal under the end-span as proposed. The guard-embankment is to be protected by a facing of stone on the outside slope to prevent abrasion by high water in the creek.

ESTIMATE—LENGTH 5.44 MILES.

240,240 cubic yards earth-excavation, at 20 cents	\$48,048 00
49,195 cubic yards rock-excavation (solid,) at \$1	49,195 00
65,120 cubic yards channel-excavation, at 25 cents	16,280 00
132,750 cubic yards embankment (borrowed,) at 30 cents	39,825 00
650 cubic yards culvert-masonry, at \$6	3,900 00
220 cubic yards paving culverts, at \$2.50	550 00
600 cubic yards slope-protection, at \$1.50	900 00
150 cubic yards masonry to protect railroad-abutment at \$6	900 00
Plane No. 14, 70 feet high	43,115 00
Plane No. 15, 55 feet high	46,929 00
Plane No. 16, 46 feet high	42,878 00
Two locks of 8 feet lift on piles	54,500 00
House for lock-tender	1,250 00
Three drainage-sluiques and waste-weirs	8,400 00
Three feed-gates at three places	6,000 00
Two county-road bridges (Bridgeport and Devore's)	3,600 00
Two farm-road crossings	3,000 00
Two farm-road crossings at plane No. 14	30 00
Ninety-four acres land-damage, at \$40	3,760 00
Special damages in Bridgeport	8,750 00
Engineering superintendence	5,000 00
	386,810 00

COOK'S MILLS TO CUMBERLAND.

Having brought the line of the canal down to the bed of the valley to cross under the railroad-bridge at Cook's Mills, the canal thence lies in the flat lowlands of the valley all the way to the Narrows, and (except at one place) further use of planes is unnecessary and undesirable. In consideration of the fact that the Will's Creek slope of the canal must be mainly fed from the summit-level, a uniform lift of 8 feet has been given to the locks.

Leaving the railroad-bridge at Cook's Mills the line of the canal turns from the creek

into the bottom-lands between the railroad and the creek, and crosses Gladden's Run at so low a grade as to necessitate the reception of that stream into the canal. At a distance of one and one-sixth miles from the railroad-bridge the canal again enters the bed of the stream in order to pass under the bridge of the Bedford Branch Railroad, near Ellerslie, in the same general manner as at the Pittsburgh and Connellsville Railroad bridge. At this place another span must be added to the bridge for the use of the canal. A new channel is to be made for the creek to the left, with a dam and feed-gates as at the upper bridge. (See appendix, sheet K.)

From the railroad-bridge at Ellerslie the line of the canal lies through low bottom-lands in a long cut averaging quite nearly the full depth of the canal, 9 feet. (See profile-sheet No. 7.)

The line now lies between the railroad and the creek crossing the mouth of Jennings's run by an aqueduct of 80 feet span, and placed at the same elevation as the adjacent railroad-bridge. It continues on favorable ground, crossing Will's Creek by the side of the railroad-bridge, just above the Narrows. (See appendix, sheet L.)

At the mouth of Jennings's Run there is room for both the creek and the canal between the railroads and the rock point on the opposite side of the creek. The grade-line of the canal is brought down to the bed of the creek at the Eckhart Branch viaduct by a plane 32 feet high, which passes under the Pittsburgh and Connellsville Railroad. The object of using a plane at this place is to enable the canal to pass under the Eckhart Branch Railroad; this will necessitate an additional bridge-span 80 feet long to pass the railroad over the canal. (See profile-sheet No. 8, section at 1,723.)

The problem of locating the canal between Bridgeport and Cumberland is practically and satisfactorily solved by passing the canal under the railroad-bridges at Cook's Mills and Ellerslie, and then bringing it along between the railroads and the creek, and passing it under the Eckhart Branch viaduct so as to occupy the left or east side of the bed of the creek in the Narrows. This is done by excavating the bank-slopes of the creek out to the National Road on the right, and to the railroad on the left, supporting those roads by retaining-walls, and by separating the creek and canal by a division-wall of masonry. (See profile-sheets Nos. 8 and 9, and sections, and special maps of Narrows.) Three detailed sheets of the Narrows have been made, one of which gives the contour-lines between the National Road and the railroads, and the other two show the proposed location of the canal from Braddock's Run through the Narrows and into the city of Cumberland. They also indicate the changes that should be made in roads and bridges in order to admit of this location.

ESTIMATE—COOK'S MILLS TO THE BALTIMORE AND OHIO RAILROAD VIADUCT IN CUMBERLAND, 8.39 MILES.

662,100 cubic yards earth-excavation, at 30 cents.....	\$198, 630 00
176,430 cubic yards rock-excavation, (in creek,) at \$1.20.....	211, 716 00
72,210 cubic yards channel-excavation, (to be put into guard-bank,) at 30 cents.....	21, 663 00
312,700 cubic yards embankment, (borrowed,) at 35 cents.....	109, 445 00
6,000 cubic yards filling between lock and guard-wall, at 25 cents.....	1, 500 00
Aqueducts:	
2,050 cubic yards arch-masonry, at \$15.....	30, 750 00
3,400 cubic yards pier and side-wall, at \$12.50.....	42, 500 00
3,895 cubic yards backing and wings, at \$10.....	38, 950 00
1,200 cubic yards foundation-rock, at \$1.50.....	1, 800 00
Contingencies of aqueducts, 10 per cent.....	11, 400 00
1,630 cubic yards culvert-masonry, at \$8.....	13, 040 00
69,800 cubic yards retaining-wall, to support railroad and National Road in enlarging bed of creek, at \$6.....	418, 800 00
11,600 cubic yards slope-wall for tow-path, at \$2.50.....	29, 000 00
73,000 cubic yards guard-wall, (between creek and canal,) at \$8.....	584, 000 00
16 locks, 5, 6, and 8 feet lift.....	371, 445 00
Plane, 32 feet high.....	33, 842 00
Howe truss, 80 feet span, at Ellerslie, to pass canal under railroad, at \$25.....	2, 000 00
300 cubic yards masonry for bridge, at \$10.....	3, 000 00
Foundations.....	500 00
Bridge for railroad over plane, 60 feet span, with masonry.....	9, 500 00
Iron bridge at Eckhart Branch railroad, 85 feet span, at \$50.....	4, 250 00
750 cubic yards abutment-masonry for bridge, at \$10.....	7, 500 00
1,500 cubic yards earth-excavation for foundation, at \$30.....	450 00
Filling behind abutment and relaying track.....	150 00
Tearing down National Road viaduct.....	1, 000 00
New iron bridge for National Road—1 span 100 feet, 1 span 80 feet—180 feet by 25.....	4, 500 00
150 cubic yards abutment-masonry, at \$10.....	1, 500 00

45,900 cubic yards embankment, change of National Road, at 12½ cents.	\$5,737 50
1,000 cubic yards macadamizing, at \$2.50	2,500 00
Construction of tow-path and damage to property in Cumberland.....	10,000 00
Six drainage-sluices and waste-weirs	16,800 00
Eight county and farm-road bridges.....	14,450 00
One hundred and twenty acres land-damages, at \$50	6,000 00
Engineering superintendence	12,000 00

Total 2,220,318 50

WESTWARD FROM SUMMIT—FROM END OF SUMMIT-LEVEL AT MEYERSDALE TO GARRETT.

There are two locks of 6 feet lift each, so that the demand for feed-water from the summit-level may be as light as practicable until the surplus-flow of Castleman River can again be used, which is done at the county-road bridge, two miles below Meyersdale. The arrangement of two locks of 6 feet lift brings the grade of the canal to a convenient height above the bed of the river at the bridge to allow the admission of feed-water from a reservoir to be made here, and also to a proper height to be carried across the river, about 3,000 feet farther on, by an aqueduct of three spans of 50 feet each, with rises of 7 feet. There is heavy side-slope excavation just before reaching the second lock, (explained by cross-section at station 65, profile-sheet No. 10.) The tow-path embankment is placed in the bed of the river, and protected by a stone facing. The section at station 56 explains how the stream is occupied here, and a new channel cut for the river to the left. A portion of these protected slopes would be covered by the back-water of the reservoir pool. From the second lock to Garrett are two long levels, one of two miles and the other 1.44 miles, and two locks, one of 11 feet and the other of 8 feet lift. The ground is very favorable for the location, as seen by the profile.

ESTIMATE—FIRST LOCK BELOW MEYERSDALE TO GARRETT, 4.39 MILES.

249,370 cubic yards earth-excavation, at 20 cents.....	\$49,874 00
120,860 cubic yards rock-excavation, at \$1	120,860 00
5,550 cubic yards channel-excavation, at 25 cents.....	1,387 50
226,550 cubic yards embankment, (borrowed,) at 30 cents.....	67,965 00
Aqueduct:	
1,190 cubic yards arch-masonry, at \$15	17,850 00
3,260 cubic yards piers and side-walls, at \$12.50.....	40,750 00
1,790 cubic yards backing and wings, at \$10	17,900 00
500 cubic yards excavation for foundation, at 50 cents.....	250 00
Foundation-platforms	1,500 00
Contingencies on aqueduct, 10 per cent.....	7,825 00
160 cubic yards culvert-arch masonry, at \$12.50.....	2,000 00
600 cubic yards culvert-masonry, at \$8	4,800 00
180 cubic yards culvert-paving, at \$2.50	450 00
1,500 cubic yards slope-protection, at \$1.50.....	2,250 00
Lock of 6 feet lift on rock	16,730 00
Lock of 11 feet lift on rock	29,836 00
Lock of 8 feet lift on rock	22,134 00
Three drainage-sluices and waste-weirs.....	8,400 00
Dam and feed-culvert.....	22,500 00
County-road bridge	2,000 00
Four farm-road bridges.....	6,000 00
One and a half miles grubbing and clearing, at \$400.....	600 00
One hundred acres land-damage, at \$50.....	5,000 00
Engineering superintendence	5,000 00
	453,861 50

GARRETT TO MINERAL POINT.

Feed-water will again be taken into the level just below the lock at Garrett, by means of a dam and the usual feed-culverts. In this manner we can utilize the available discharge of Buffalo Creek, a considerable stream emptying into the river at Garrett, and also of Blue Lick Creek, which empties into the river just below the aqueduct.

A large stream is crossed opposite Garrett, requiring an arch-culvert of 20 feet span. The first level, 2.56 miles long, is terminated by a plane 54 feet high. At about the middle of this level, and again just before coming to the plane, steep rock-bluffs are encountered. The character of construction is explained by sections on profile-sheet No. 11. Two lines were surveyed on the last half of this level, and the one lying the

higher on the hill-side was adopted. From the plane to Mineral Point the location is generally a good one on side-hill slopes and flat lands, encountering a rock-bluff just opposite Mineral Point.

There are no considerable streams crossed on this section; on the contrary there is a notable absence of large creeks on the left side of the river between Meyersdale and Confluence. Cox's Creek is quite a large tributary, entering the river from the right hand at Mineral Point.

ESTIMATE—LENGTH OF DIVISION 7.75 MILES.

706,180 cubic yards earth-excavation, at 20 cents.....	\$141,236 00
150,100 cubic yards rock-excavation, at \$1.....	150,100 00
779,680 cubic yards embankment, (borrowed,) at 30 cents.....	233,904 00
1,046 cubic yards culvert-arch masonry, at \$12.50.....	13,075 00
1,627 cubic yards culvert-masonry, at \$8.....	13,016 00
150 cubic yards culvert-paving, at \$2.50.....	375 00
Foundations of culverts.....	4,800 00
5,655 cubic yards slope-protection, at \$1.50.....	8,482 50
Plane No. 1, (west,) 54 feet high.....	46,318 00
Four locks of 10 feet lift on rock.....	110,160 00
Two locks of 12 feet lift on rock.....	65,890 00
Seven drainage-sluices and waste-weirs.....	19,600 00
Dam and feed-culvert at Garrett.....	22,500 00
One State and county road bridge.....	2,000 00
Four farm-road bridges.....	5,300 00
Seven miles grubbing and clearing, at \$400.....	2,800 00
Sixty acres land-damage, at \$20.....	1,200 00
Engineering superintendence.....	8,000 00
	848,756 50

MINERAL POINT TO CASSELMAN.

This section is over rough and rocky ground. There are four levels with three locks of 12 feet lift and a plane 38 feet high just above Casselman. Two of the levels are more than a mile in length each. For about one-half of this section the slope of the tow-path reaches down to the river and is to be protected with stone.

The water of Cox's Creek is to be utilized by a dam and feed-valves to feed into the level next below Mineral Point.

ESTIMATE—DISTANCE 3.2 MILES.

169,400 cubic yards earth-excavation, at 20 cents.....	\$33,880 00
85,500 cubic yards rock-excavation, at \$1.....	85,500 00
111,350 cubic yards embankment, (borrowed,) at 30 cents.....	33,405 00
230 cubic yards culvert-arch masonry, at \$12.50.....	2,875 00
330 cubic yards culvert-masonry, at \$8.....	2,640 00
130 cubic yards culvert-paving, at \$2.50.....	325 00
4,100 cubic yards slope-protection, at \$1.50.....	6,150 00
Three locks of 12 feet lift each, (on rock).....	98,835 00
Plane No. 2, (west,) 38 feet high.....	34,450 00
Three drainage-sluices and waste-weirs.....	8,400 00
Dam at feed-culverts at Mineral Point.....	25,000 00
State-road bridge at Mineral Point.....	1,800 00
County-road bridge at Middle Fork.....	1,500 00
Two miles grubbing and clearing, at \$400.....	800 00
Sixteen acres land-damage, at \$30.....	480 00
Engineering superintendence.....	3,000 00
	339,040 00

CASSELMAN TO PINKERTON TUNNEL.

The profile and sections sufficiently explain the character of this division. There are six levels with four locks of 16 feet lift and two of 14 feet lift. Forge Creek is crossed by an arch-span of 20 feet. The general character of the location is good.

ESTIMATE—DISTANCE 4.5 MILES.

150,190 cubic yards earth-excavation, at 20 cents.....	\$30,038 00
411,160 cubic yards embankment, (borrowed,) at 30 cents.....	123,348 00
321 cubic yards culvert-arch masonry, at \$12.50.....	4,012 50
468 cubic yards culvert-masonry, at \$8.....	3,744 00
355 cubic yards culvert-paving, at \$2.50.....	887 50

5,630 cubic yards slope-protection at \$1.50	\$8,445 00
Two locks of 14 feet lift, (on rock)	76,700 00
Four locks of 16 feet lift, (on rock)	175,020 00
Six drainage-sluices and waste-weirs	16,800 00
County-road bridge (at Forge bridge)	1,800 00
Three farm-road bridges	4,500 00
One and one-quarter miles grubbing and clearing, at \$400	500 00
Sixty acres land-damages, at \$20	1,200 00
Engineering superintendence	4,500 00
	451,495 00

PINKERTON TUNNEL TO CONFLUENCE.

Although the profile shows this section to be laid on very rough ground, yet the quantities are not excessively large. All along the Casselman and Youghiogheny section of the canal the line has been purposely laid so that on the side-hill slopes the excavation on the left hand would nearly balance the embankment on the right. When rock-bluffs have been encountered the line has been taken boldly through them, but deep embankments have generally been avoided. Thus far, the river has not had many abrupt bends, and the line has not been notably crooked, but on this section the river is very crooked and in some places remarkably narrow. The great bend opposite Pinkerton tunnel is 10,500 feet long, measured by the left bank of the river, between points that are but 2,500 feet apart on a straight line. Our survey followed the bend of the river in order to determine its length and character, but there was not time enough to compare this line with the direct line across the bend, which would necessitate a tunnel and two aqueducts. The estimates have therefore been made for the route along the river-bank. The general character of this section is rough, and the fall more rapid than elsewhere on the Casselman slope of the canal. There are fourteen levels of an average length of a little more than half a mile, one of them terminating in a plane, and the others in locks of 16 feet lift. The line is laid across the river just below Brooke tunnel, (where the railroad leaves the river,) in order to occupy the more favorable ground of the right bank, and also to avoid some very difficult bluffs on the left bank, and the long bend at Harnedsville. At this village a plane has been located in order to avoid the great number of locks which otherwise would be necessary to overcome the fall. The aqueduct near Brooke tunnel has five arches of 50 feet span each, with 7 feet rise.

Harnedsville is reached by a level two and one-eighth miles long, terminating in a plane 38 feet high. Thence to Confluence are two levels one and two-thirds miles long, a lock of 14 feet lift, and one of 10 feet lift. Arrangements are made to take feed-water in the usual manner from the river near Shoo-Fly tunnel, Pittsburgh and Connellsville Railroad.

ESTIMATE—LENGTH 11.44 MILES.

593,590 cubic yards earth-excavation, at 20 cents	\$118,718 00
23,000 cubic yards rock-excavation, at \$1	23,000 00
874,270 cubic yards embankment, (borrowed,) at 30 cents	262,281 00
Aqueduct near Brooke tunnel, Pittsburgh and Connellsville Railroad:	
1,980 cubic yards arch-masonry, at \$15	29,700 00
5,210 cubic yards piers and side-wall masonry, at \$12.50	65,125 00
2,440 cubic yards backing and wing-wall masonry, at \$10	24,400 00
Foundations, excavation, &c.	1,500 00
Contingencies of aqueduct, 10 per cent	12,072 50
190 cubic yards culvert-arch masonry, at \$12.50	2,375 00
268 cubic yards culvert-masonry, at \$8	2,144 00
210 cubic yards culvert-paving, at \$2.50	525 00
8,730 cubic yards slope-protection, at \$1.50	13,095 00
Fifteen locks—2 of 10 feet lift, 1 of 12 feet lift, 12 of 16 feet lift	620,300 00
Plane, 36 feet high, and one 38 feet high	75,950 00
Sixteen drainage-sluices and waste-weirs	44,800 00
Dam and feed-culvert	25,000 00
Five State and county-road bridges	10,000 00
Four farm-road bridges	6,000 00
Nine and eight-tenths miles grubbing and clearing, at \$400	3,920 00
One hundred acres land-damages, at \$25	2,500 00
Engineering superintendence	12,000 00
	1,355,405 50

THIRTY-SEVENTH LEVEL, (SEE APPENDIX, SHEET N.)

The thirty-seventh level is the one at Confluence, Pa., which place was known, in the surveys of 1824, as Turkey Foot.

Owing to the changed conditions brought about by the construction of the railroad, the line of the canal must cross the Castleman River by an aqueduct of six spans of 50 feet each, and the Youghiogheny River by an aqueduct of seven spans of 50 feet each, the rises of the arches in both aqueducts being 7 feet. For the general type of these aqueducts, and for the long aqueduct at Ohio Pyle Falls, see plans of structures, sheet 6. As this drawing was the first study for these long aqueducts, some of the details, as, for example, the wing-walls, have not been fully established.

Considering it essential that a basin with wharves should be provided at Confluence, and desiring to avoid a lock on the interval between the two river-crossings, both rivers have been crossed on the same level at a height judged to be secure from high water. It is scarcely practicable to lay the grade of the canal low enough to bring in feed-water from the Youghiogheny River at this place, as that stream has but a slight inclination, and a feeder would need to be eight or ten miles in length in order to reach a point sufficiently high to deliver water into the canal with the assumed grade-line. Having provided to take in the available feed-water of the Castleman River near Fort Hill, nine miles above Confluence, provision is made to take feed-water from the Youghiogheny River at a point about three miles below Confluence. This level reaches to a distance of two miles below Confluence.

ESTIMATE—LENGTH OF DIVISION, 2.27 MILES.

68,630 cubic yards earth-excavation, at 20 cents	\$13,726 00
22,670 cubic yards rock-excavation, at \$1	22,670 00
32,440 cubic yards embankment, (borrowed,) at 30 cents	9,732 00
Castleman aqueduct:	
2,374 cubic yards arch masonry, at \$15.....	35,610 00
6,210 cubic yards pier and side-wall masonry, at \$12.50.....	77,625 00
2,763 cubic yards backing and wing-wall masonry, at \$10.....	27,630 00
Foundations to rock.....	2,000 00
Contingencies on aqueduct, 10 per cent.....	14,286 50
2,770 cubic yards arch masonry, at \$15.....	41,550 00
7,180 cubic yards pier and side-wall masonry, at \$12.50	89,750 00
3,080 cubic yards backing and wing-wall masonry, \$10.....	30,800 00
Foundations to rock.....	2,500 00
Contingencies on aqueduct.....	16,460 00
135 cubic yards culvert-arch masonry, at \$12.50	1,687 50
200 cubic yards culvert masonry, at \$8	1,600 00
145 cubic yards culvert paving, at \$2.50	362 50
Foundation culvert, (on rock).....	300 00
6,660 cubic yards retaining-wall for basin, at \$6.....	39,960 00
Lock of 14 feet lift, (on rock)	38,350 00
One drainage-sluice and waste-weir.....	2,800 00
State-Road bridge over basin, 80 feet span.....	3,000 00
Two county-road bridges	3,600 00
Two farm-road bridges	3,000 00
One-tenth mile grubbing and clearing, at \$400	40 00
Forty-five acres land-damage, at \$50	2,250 00
Engineering superintendence	2,275 00
	483,564 50

CONFLUENCE TO OHIO PYLE.

This division begins at the first lock below Confluence and reaches to the foot of the plane at Ohio Pyle.

The first three levels of this section are each but 3,000 feet long, with one lock of 12 feet lift and two locks of 11 feet lift, the river being of rapid fall, and the mountain-slope steep and rocky. These three levels, and the following one, 3.94 miles long, show on the profile as if in excessively deep cutting, but a reference to the transverse sections made on these levels shows that the line is laid on a steep hill-side, and that the excavation and embankment quite nearly balance.

The grade-line of the fourth level is placed low for the purpose of taking feed-water from the Youghiogheny River at its upper end, at a distance of 2.37 miles below the crossing of the river at Confluence. The feeding-gates will be placed in one of the deep crevices shown on the profile at station 1871, (see profile, sheet No. 18.) Except at the bluffs of the great bend below Egypt, the ground is favorable for the remainder of the section, and the levels average one mile in length.

The last level of this division crosses the Youghiogheny River at Ohio Pyle just above the falls, and just below the State Road bridge, by an aqueduct of seven spans of 60 feet each, with versed sines of 8 feet. The grade is 16 feet above low water and 9 feet above high water. The line here crosses the neck of the bend by a cut 15 feet in greatest depth and 700 feet in length, and descends to the river-bank by a plane 82 feet high. It at once recrosses the river by an aqueduct of three arches of 70 feet span and 12 feet rise, at a grade elevation of 28 feet above low water and 17 feet above high water.

It is seemingly impracticable to pass this bend in the river in any other manner than by an incline plane. The canal could follow around the bend by using five locks of 16 feet lift or six locks of 14 feet lift, with intervals of 2,040 feet and of 1,700 feet respectively. It would, however, have to be formed on almost bare rock, by a strong retaining-wall, with but a very meager supply of clay or loam-soil to form the banks. The use of a plane seems by far the better method of passing this point.

Feed-water is to be taken into the pool at the foot of the plane, by a feeder leading up the river to a point at which the available flow of the stream can be turned in by a low dam, the daily flow as gauged in 1825 being 155 cubic feet per second.

ESTIMATE—LENGTH OF DIVISION 9.18 MILES.

281,425 cubic yards earth-excavation, at 20 cents.....	\$56,285 00
886,435 cubic yards rock-excavation, at \$1.....	886,435 00
334,750 cubic yards embankment, (borrowed,) at 30 cents.....	100,425 00
Aqueduct at Ohio Pyle, upper crossing:	
3,022 cubic yards arch masonry, at \$15.....	45,330 00
5,610 cubic yards pier and side-wall masonry, at \$12.50.....	70,125 00
3,695 cubic yards backing and wing-wall masonry, at \$10.....	36,950 00
Foundations on bare rock.....	500 00
Contingencies of aqueduct.....	15,290 50
350 cubic yards culvert-arch masonry, at \$12.50.....	4,375 00
250 cubic yards culvert masonry, at \$8.....	2,000 00
145 cubic yards culvert paving, at \$2.50.....	362 50
13,760 cubic yards slope protection, at \$1.50.....	20,640 00
2 locks of 11 feet lift, (on rock).....	60,280 00
2 locks of 12 feet lift, (on rock).....	65,890 00
2 locks of 16 feet lift, (on rock).....	87,510 00
Plane 82 feet high.....	50,193 00
Six drainage-sluices and waste-weirs.....	16,800 00
State Road-bridge at Ohio Pyle.....	25,000 00
Street-bridge to peninsula, Ohio Pyle.....	1,800 00
Two county-road bridges.....	3,000 00
Eight and one-fourth miles grubbing and clearing, at \$400.....	3,300 00
Twenty acres land damage, at \$50.....	1,000 00
Engineering superintendence.....	9,000 00
	1,562,491 00

OHIO PYLE TO INDIAN CREEK.

This section includes the aqueduct at the foot of the plane at Ohio Pyle. (See plans of structure, sheet No. 7.) The grade line of this aqueduct is 28 feet above low water. There is a distance of 300 feet between the foot of the plane and the aqueduct, into which the feeder would deliver the supply of water taken at this place.

This division lies over very rough ground, covered with loose rocks, and on slopes that reach down to the water's edge; for this reason a large amount of support-wall is estimated for, the river being so narrow that its width cannot safely be lessened by embankment-slopes, even though protected by a facing of stone. (See profile-sheet No. 21, sections at 2350, 2355, 2362.) At the bluff-rock bank, at station 2641, (profile-sheet No. 22,) the river being of sufficient width, the canal is passed around the bluff by a high tow-path embankment, protected by a facing of stone. At station 2710 the canal has a contracted width in a rock section for a distance of 700 feet, adjacent to a lock which is in part to be placed in the rock. (See profile-sheet No. 22, sections at 2703 and at 2707.)

ESTIMATE—LENGTH OF DIVISION 9.30 MILES.

485,165 cubic yards earth-excavation, at 20 cents.....	\$97,033 00
490,220 cubic yards rock-excavation, at \$1.....	490,220 00
822,670 cubic yards embankment, (borrowed,) at 35 cents.....	287,934 50
Aqueduct at Ohio Pyle, lower crossing:	
1,542 cubic yards arch masonry, at \$15.....	23,130 00
2,835 cubic yards pier and side-wall masonry, at \$12.50.....	35,437 50
2,595 cubic yards backing and wing-wall masonry, at \$10.....	25,950 00
Foundations (on rock).....	1,600 00
Contingencies of aqueduct, 10 per cent.....	8,611 75

1,490 cubic yards culvert-arch masonry, at \$12.50.....	\$18,625 00
2,189 cubic yards culvert masonry, at \$8.....	17,512 00
927 cubic yards culvert paving, at \$2.50.....	2,317 50
54,900 cubic yards support-wall, at \$6.....	329,400 00
11,465 cubic yards slope-protection, at \$1.50.....	17,197 50
One lock of 10 feet lift, (on rock).....	27,540 00
One lock of 12 feet lift, (on rock).....	32,945 00
One lock of 14 feet lift, (on rock).....	38,350 00
Five locks of 16 feet lift, (on rock).....	218,775 00
Plane 70 feet high.....	47,010 00
Nine drainage-sluices and waste-weirs.....	25,200 00
Dam and feeder at Ohio Pyle.....	24,845 00
Two county-road bridges.....	3,500 00
Eight and three-quarters miles grubbing and clearing, at \$400.....	3,500 00
Eight acres land damage, at \$20.....	160 00
Engineering superintendence.....	9,000 00
	1,785,793 75

INDIAN CREEK TO DUNBAR CREEK.

At Indian Creek the river widens out and forms a wide pool, and its width is not again contracted on this division, and wherever there is any bluff-rock bank the canal can be formed in the bed of the river and the embankment-slope protected, which is done at several places on this division.

Provision is made for feeding the canal just below the mouth of Indian Creek by a dam built across the river, just above the island at this place. The grade-line of the canal being placed at the same elevation as the bed of the river, a dam 12 feet high will give the pool of the dam a surface 7 feet higher than the surface of the water in the canal. This place being considered a prominent point for the shipment of lumber and iron-ores, I have included in the estimates of this division a guard-lock of 16 feet lift. Including the back-water that would be formed in Indian Creek, this reservoir would, in addition, be very valuable as a harbor for boats and as a shipping point.

The canal is led into the river just above the mouth of Dunbar Creek, and just after passing under the Fayette County Branch Railroad, for which purpose a span of bridge will be required. To conform to the other bridge-structures on this branch, I have estimated for a wooden Howe truss of 80 feet clear span.

ESTIMATE—DISTANCE 6.48 MILES.

119,230 cubic yards earth-excavation, at 20 cents.....	\$23,846 00
235,760 cubic yards rock-excavation, at \$1.....	235,760 00
595,130 cubic yards embankment, (borrowed,) at 35 cents.....	208,295 50
500 cubic yards culvert-arch masonry, at \$12.50.....	6,250 00
750 cubic yards culvert-masonry, at \$8.....	6,000 00
530 cubic yards culvert-paving, at \$2.50.....	1,325 00
17,130 cubic yards slope-protection, at \$1.50.....	25,695 00
One lock of 12 feet lift, (on rock).....	32,945 00
One lock of 14 feet lift, (on rock).....	38,350 00
Three locks of 16 feet lift, (2 on rock and 1 on platform).....	136,400 00
One lock of 16 feet lift, Indian Creek.....	48,800 00
One Howe-truss railroad-bridge, 90 feet length.....	2,250 00
600 cubic yards abutment-masonry for bridge, at \$10.....	6,000 00
Foundations and excavation.....	1,250 00
Five drainage-sluices and waste-weirs.....	14,000 00
Farm-road bridge.....	1,500 00
Five and one-half miles grubbing and clearing, at \$400.....	2,200 00
Twenty acres land damage, at \$50.....	1,000 00
Engineering superintendence.....	6,500 00
	798,366 50

SUMMARY OF LINE VIA WILL'S CREEK.

Summit-level.....	\$7,957,416 50
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Eastward from summit.

East end of summit-level to Southampton level. 8 miles.....	\$1,115,152 50
Southampton level to Bridgeport..... 6.45 miles.....	1,418,323 00
Bridgeport to Cook's Mills..... 5.44 miles.....	383,810 00
Cook's Mills to Cumberland..... 8.39 miles.....	2,220,318 50
Total for..... 28.28 miles.....	5,137,604 00

Westward from summit.

Meyersdale to Garrett.....	4.39 miles.....	\$453,861 50
Garrett to Mineral Point.....	7.75 miles.....	848,756 50
Mineral Point to Casselman.....	3.20 miles.....	339,040 00
Casselman to Pinkerton Tunnel.....	4.50 miles.....	451,495 00
Pinkerton Tunnel to Confluence.....	11.44 miles.....	1,355,405 50
Thirty-seventh level.....	2.27 miles.....	483,564 50
Confluence to Ohio Pyle.....	9.18 miles.....	1,562,491 00
Ohio Pyle to Indian Creek.....	9.30 miles.....	1,785,793 75
Indian Creek to Dunbar Creek.....	6.48 miles.....	798,366 50
Total for.....	59.51 miles.....	8,078,774 25

FINAL SUMMARY.

Summit-level.....	\$7,957,416 50
East from summit-level to Cumberland.....	5,137,604 00
West from summit-level to Dunbar Creek.....	8,078,774 25
Grand total.....	21,173,794 75

The following table will be useful for reference:

Table of distances and elevations of various points on the line of the proposed extension of the Chesapeake and Ohio Canal, from Cumberland to Pittsburgh, by way of Will's Creek.

Miles from Cum-berland.	Place.	Elevation above low tide.	Remarks ¹
		<i>Feet.</i>	
0.00	Cumberland, guard-lock of Chesapeake and Ohio Canal.	601.50	Top of miter-sill.
1.29	East end of "Narrows" of Will's Creek.	621.50	Surface of water in Will's Creek.
2.33	Braddock's Run.....	644.00	Do.
4.13	Jennings's Run.....	694.00	Do.
7.73	Gladden's Run.....	740.00	Do.
13.98	Bridgeport, Pa.....	915.00	Railroad-track at depot.
15.87	Gooseberry Run.....	1,050.00	Surface of Will's Creek 200 feet above.
19.56	Fairhope Station.....	1,332.56	Surface of Will's Creek 500 feet above bridge.
22.50	Southampton.....	1,528.32	Surface of Will's Creek.
25.10	Laurel Run.....	1,673.46	Do.
29.98	Bowman's Run.....	1,960.00	Do.
	Summit-level.....	1,944.00	Bottom of canal.
	Summit of Pittsburgh and Connellsville Railroad grade.	2,286.00	1½ miles south of canal-line.
32.02	Highest point over canal-tunnel.....	2,868.00	
35.47	Meyersdale, mouth of Flaugherty.....	1,934.40	Surface of Castleman River.
37.52	Blue Lick Run.....	1,922.00	Do.
38.98	Yoder's Station.....	1,912.50	Do.
39.83	Garrett Station, mouth of Buffalo Creek.	1,910.00	Do.
47.22	Mineral Point, mouth of Cox's Creek....	1,790.00	200 feet above.
47.69	Mineral Point, Shaff's Bridge.....	1,787.00	Surface of Castleman River.
51.38	Castleman Station.....	1,717.50	Do.
53.56	Forge Bridge.....	1,667.80	Do.
55.45	Pinkerton Station.....	1,625.20	Surface of Castleman River 2,000 feet above.
59.74	Fort Hill, county-bridge.....	1,474.30	Surface of Castleman River under bridge.
65.17	Harnedsville.....	1,343.60	Surface of Castleman River 1,300 feet below White's Creek.
67.92	Junction of Castleman and Youghiogheny at Confluence.	1,312.90	Surface of Youghiogheny at junction.
78.09	Ohio Pyle.....	1,206.66	Surface of Youghiogheny 200 feet below bridge.
83.33	Stewarton Station.....	1,003.34	Surface of Youghiogheny.
87.56	Indian Creek.....	940.17	Do.
94.15	Dunbar Creek.....	865.09	Do.
95.04	Connellsville suspension-bridge.....	858.27	Do.
97.97	Broad Ford Station.....	838.90	Do.
99.87	Sedgewick Station.....	829.25	Do.
101.10	Dawson, mouth of Dickinson Run.....	827.40	Do.
102.76	Laurel Station, mouth of Laurel Run....	819.50	Do.
105.04	Virgin Run, mouth of.....	805.48	Do.
108.20	Layton, mouth of Washington's Run....	781.91	Do.
112.33	Jacob's Creek.....	764.85	Do.
116.06	Port Royal.....	750.25	Surface of Youghiogheny above dam.
120.60	West Newton.....	735.68	Surface of Youghiogheny under county-bridge.

SURVEY UP THE NORTH BRANCH OF THE POTOMAC.

The first survey of this route was made in 1823 by Maj. J. J. Abert, Corps of Topographical Engineers, as a part of the route for carrying the canal across the mountains to the Youghiogheny by way of Savage River and Deep Creek. A subsequent examination of the Will's Creek route showing that route to be much the more favorable of the two, it has always been considered *the* route for taking the canal over the mountains. The section from Cumberland to Savage River has, however, been generally thought a desirable extension of the canal in order to reach the coal-fields of George's Creek, even though the main canal were built on the Will's Creek route.

The present survey was begun on the 16th of August, at the mouth of Savage River, and completed at Cumberland on the 24th of October. An approximate location of the line of the canal has been made along the left bank of the North Branch, occasionally occupying the bed of the river for short distances, such occupancy of the river being caused by the contiguity of the Baltimore and Ohio Railroad, the embankment-slopes of which reach into the river at these places.

At each of the places where the bed of the river has been taken for the body of the canal, a new channel has been made for the river on the right. The general manner of doing this has been to build the tow-path embankment in the river at such a distance from the slopes of the railroad-embankments as to provide the necessary width of water-surface for the canal, and to remove enough of the opposite bank to give a proper width of channel for the river. The grade-line of the canal, which, in this report, always means its bottom, and is referred to low tide at Georgetown, is, in all these cases, put above the ordinary surface of the river in order to economize in making the canal on the bottom-lands, on to which the grade-line reaches from the river-pools. This elevation of the grade-line does not increase the expense at these places, for the reason that, in any event, the embankment, which serves as tow-path and guard-wall, must be made high enough to protect the canal from floods, and the height thus necessitated is usually greater than would otherwise be required for the canal.

The material borrowed from the opposite bank is used to form the tow-path embankment; but, as a rule, the material needed for this purpose is greater than that required for enlarging the channel, and then the additional quantity is obtained by a further widening of the river-channel. In these cases the tow-path embankments are from 15 to 20 feet high, and their river-slopes are protected from injury by a facing of stone. The river-bed is occupied in this manner at fourteen places, which will be described in the explanations of the estimates.

The distance from Cumberland to the mouth of Savage River is thirty and one-half miles, but the canal will not be so long as this, for the reason that it enters the river at the head of the back-water from the reservoir-pool which feeds the completed canal at Cumberland. The canal is thus shortened 1.8 miles. A much shorter line could have been had by crossing the river seven or eight times with aqueducts, but the expense of construction would have been greatly increased.

Aqueducts are the weak points in a canal, and as their number is increased, the chances of serious injury from floods are increased in the same proportion. When aqueducts are used to carry the canal over the main streams, they must be built high enough to put the body of the canal above the highest floods; this generally entails a heavy expense in the construction of high embankments to support the canal across the low grounds to and from the aqueducts. From the nature of these high embankments, the loss through them by seepage is greater than at other places in the canal.

If many aqueducts are used on the line of the canal, its bottom is kept at a higher elevation with reference to the general surface of the valley in which it lies than would otherwise be necessary, and this elevation of the water-prism of the canal increases the seepage through the banks, and entails frequent injury by leaks and breaks.

If the line of the canal can be kept continuously on one side of the main stream followed, it can be laid as low as may be desirable, and, except when a lateral stream or valley is to be crossed, can be generally formed by excavating the depth of the canal below the surface of the valley, it being generally possible to arrange the locks for this purpose. This method of construction confines the water of the canal within banks of undisturbed material, and the losses by breaks and leaks are considerably decreased. The water of the canal being at a low height above the average surface of the adjacent river, the loss by filtration may be also said to be reduced to a minimum. When the canal is thus laid on a low-grade line, many of the lateral streams are crossed so near the level of their beds that they may be made to empty directly into the canal, which in such cases generally forms a pool of back-water at their mouths, by which the force of their currents when in flood is broken, and in which are deposited the wash and detritus brought down from above, so that they do not reach the bed of the canal. In this manner these streams may contribute considerable quantities of water toward replenishing the ordinary losses of the canal.

The larger lateral streams, generally having high banks with considerable width be-

tween them, cannot, as a rule, be thus crossed, and culverts or aqueducts must be used to carry the canal over them, thus causing weak points in the line. When the line of the canal can be laid on a grade line below the natural surface, as just described, the positions of the locks are generally indicated by the natural features of the ground, and they can usually be placed on secure foundations.

These considerations, with others of minor importance, are here indicated as those which controlled the location of the line of the canal made by this survey.

ESTIMATE OF COST OF THE EXTENSION TO SAVAGE RIVER.

This extension is planned to have the same dimensions as the completed canal, which are 60 feet width of water-surface, 32 feet of bottom width, and 6 feet depth of water. The locks are 100 feet long between the gates and 15 feet wide, and have a uniform lift of 8 feet.

A few of the locks will be founded on solid rock, and the others will be built on platforms of two courses of squared timbers covered with a flooring of plank $2\frac{1}{2}$ inches in thickness, or on concrete, or a combination of the two methods will be used. A lock of the ordinary type is estimated to cost \$19,900 when built on a rock foundation, and \$23,750 when built on timber, including in each case a house for the lock-tender, with 10 per cent. profit to contractor. Waste-weirs to be built in combination with drainage-slucices are estimated for on appropriate levels. The drainage-slucice is formed by a wall of masonry of 4 feet thickness in which are two openings 4 by 4 feet, to be closed with iron gates sliding in iron guides, and raised by means of ratchet and pinions. This drainage-slucice is on the same plan as proposed for the Will's Creek extension. The waste-weir is to be built on each side of this slucice so as to provide a width of overflow of 100 feet, and it is to be well paved with stone to prevent wash. The cost of this structure is estimated at \$2,500. Substantial bridges are estimated for to pass State, county, and farm roads over the canal. They are to be made of wood and supported on stone abutments. The clear width between the abutment on the berm and the tow-path is 45 feet. Wherever these bridges could be put over the tail-bay of the lock they have been so placed for considerations of economy in the length of span and quantity of masonry. Their cost varies with their localities and their positions in relation to the locks.

There is a notable absence of large streams entering the river from the left side, there being none that cannot be passed by ordinary culverts of from 6 to 12 feet span. George's Creek is received into the pool made by a dam in the river at Piedmont.

Wherever the line of the canal has been laid on flat-bottom lands, the grade of the bottom of the canal has been put low enough to keep the canal mainly in excavation. The economic depth of the grade-line below the surface, that the excavation may furnish earth enough to form the banks, is about $3\frac{1}{2}$ feet. If the canal is cut below the surface to a less depth than $3\frac{1}{2}$ feet, the deficiency in the quantity needed to form the tow-path and berm embankments must be borrowed from adjacent lands, which may cause considerable damage, while on the other hand if the grade-line is at a greater depth below the surface than $3\frac{1}{2}$ feet, the surplus earth may be used to advantage in making the tow-path higher above the water-surface than the two feet assumed in the normal cross-section, thus securing more favorable conditions of draught for the animals towing the boats. If the canal is placed all in cutting, the conditions for holding the water will be better than when it is in part or wholly in embankment. For this reason even small embankments under the bottom grade-line have been avoided in the flat lands. (See profile-sheets Nos. 2, 4, &c.) This method results favorably in placing the locks deeper in the ground, rendering them more secure.

No provision is made for feeding the North Branch extension except at its upper end, near the mouth of Savage River. By the method of construction adopted at the mouth of Savage River, a large reservoir pool will be formed, extending about a half a mile up both the North Branch and the Savage River, into which both may enter by the feeder lock.

The line has been divided into characteristic sections the better to present the estimate.

The section from the mouth of Savage River to the lock just below George's Creek at Piedmont, is 1.84 miles long.

A dam is placed across the North Branch 600 feet below the mouth of Savage River, which is to have an ordinary lock at its north end, and a high abutment with wings at the south end. This dam is to be built with a body of masonry, filled in on the upper side with rock and sand to a slope of 1 on $2\frac{1}{2}$. The lock is to be high enough to act as a guard-lock when the river is in flood. (See profile-sheet No. 1, section at station 21.) The North Branch makes here so sharp a bend that it is designed to provide a new channel for it to the right of the dam, cutting off a portion of the bend. (See map, sheet No. 1.) A weir or dam will be placed at the upper end of this channel, with its crest at about the same elevation as the crest of the dam in the stream below, so that in the ordinary stages of the river its entire

flow will pass down to the lock for use, but when the river is in flood its surplus water will flow over the weir into the new channel, and the dam and lock will be relieved of the pressure and danger of injury from this surplus. The surplus of the Savage River when it is in flood will, however, pass over the dam at the lock. Hence the necessity of a guard-lock at the dam. A guard-bank will be formed between the new channel and the river from the material taken from the new channel. Its cost will be covered by the price of the excavation of the new channel.

From the dam to the head of the race-way, leading to the pool of Hon. H. G. Davis's saw-mills, a distance of 2,900 feet, the canal is formed by building the tow-path embankment in the bed of the river, which is shallow, and by confining the canal against the slope of the hill on the left bank. This embankment is high enough to protect the canal from overflow by river floods, and is to be protected by a stone facing. The greater part of the material for this embankment will be taken from the new channel, to be made on the opposite side of the river to provide room for floods.

Lock No. 2 is at the head of the race-way, and No. 3 is at the lower end of the pool. Between these locks the canal occupies the race-way and a part of the pool used for floating logs to the saw-mill. The portion of the canal in the pool is to be formed by building an embankment for the tow-path, and confining the canal against the opposite slope of the hill. (See profile-sheet No. 1.)

There is a "bear-trap" gate at the head of this race-way to regulate the feeding of water into the pool. In consequence of this occupancy of the race-way and pool, and of the disturbance of the boom in the river at the head of the race-way, a new race-way and an enlargement of the pond must be made to repair the damage. A low dam should be made across the river just below the head of the new race-way, the more effectually to restore the conditions disturbed by the construction of the canal. The material excavated in enlarging the pool will be needed to form the tow-path.

Thence for a distance of 2,000 feet the canal lies on favorable ground, and drops into the river just above Piedmont. Lock No. 5 is placed in the river-bank, and through it boats will pass into the river. An embankment extending to the lock from the lower end of the island just above serves as a guard-bank and tow-path; this embankment will be continued up-stream along the island, and cross to the left bank of the river, in order to protect the canal-bank from injury during floods. From lock No. 5 to lock No. 6, which is at the road bridge between Piedmont and Westernport, the river is occupied by the canal. It does not seem possible satisfactorily to avoid this occupancy of the river. The line could be carried over the river from near lock No. 4, and thence through Piedmont, crossing the river again just below the town, and after traversing the island crossing the other channel of the river to the left bank. This route would require three expensive aqueducts, and entail heavy land and property damage in Piedmont, besides seriously interfering with the property and operations of the Baltimore and Ohio Railroad.

The plan recommended for passing Piedmont is to occupy the river to the Westernport bridge, making a pool by a low dam, the position of which is shown on sheet No. 1; this bridge would have to be removed and placed over the dam, so that the Westernport end would cross the tail-bay of lock No. 6. The track and bridge of the Cumberland and Pennsylvania Railroad which crosses the river just above the Westernport bridge, being too low to permit boats to pass under it, (see sketch of bridge on profile-sheet No. 1,) could be changed in location to cross the canal and river just below lock No. 6 by bringing the road along the foot of the slope on the east side of Westernport, and laying it through that part of Piedmont east of Ashfield street. Lock No. 6 would be built as a guard-lock, and its walls could bear the road bridge, but not the railroad bridge, for the reason that the shocks of passing trains would injure the walls of the lock. The cost of changing the railroad location and removing the bridges would not be very great, nor the property damages excessive, unless the Cumberland and Pennsylvania Railroad should be adjudged heavy damages. The damage to this railroad would be very small compared with that that would be done to the Baltimore and Ohio Railroad if the alternative line through Piedmont were chosen.

A tow-path embankment is to be made on the left side of the river against the slope of the hill, between lock No. 5, and the road bridge opposite the Baltimore and Ohio Railroad shops. A tow-path crossing-bridge would be put across the tail-bay of lock No. 5, to bring the tow-path from the right to the left side of the canal, and a tow-path bridge added on the upper side of the road bridge just below so as to reach the Piedmont side of the river, it being very costly to pass along the left bank between the road bridge and the railroad bridge. The tow-path will follow along the right bank of the river to the new position of the Westernport bridge, and then cross the river along the upper side of the bridge to lock No. 6, where it would again change to the right side of the lock and thence follow the embankment to be built in the channel below to form the canal between it and the natural bank.

This plan for passing Piedmont establishes a much better condition for operating the canal than could be attained by passing through the town by the side of the Baltimore and Ohio Railroad. Referring to the map and profile it will be observed that

the reference of the low water of the river opposite lock No. 4 is 921.56. To cross this by an aqueduct would require the grade of the bottom of the canal to be from 16 to 18 feet higher, making its reference about 939.00. To make this crossing the canal would be carried over on the level that begins at lock No. 2, which has for its bottom reference 939.00. This is 6 feet higher than the surface at station 60. (See profile-sheet No. 1.) Assuming the reference of the river at the crossing below the town to be 902.00, which is that of the corresponding point at station 115, (see map No. 1,) and allowing as before an addition of 18 feet for the reference of the grade of the canal, we have for its reference 920.00. This difference of grade between the two crossings would require two locks, of $9\frac{1}{2}$ feet lift each, to be placed in the town. The first of these locks, which would be No. 3 of the canal, could be placed in continuation of the aqueduct at the upper crossing, and the other (No. 4) at the upper end of the lower aqueduct, and the aqueducts could then be narrowed to a width of 18 or 20 feet.

To carry the canal across the channel on the left side of the island at the same relative elevation with the river as before, a lock (No. 5) would be required on the island. The crossing of this channel by an aqueduct can be avoided by closing it by a high dam at the head of the island, and carrying the canal across by an embankment. This would lower the grade-line so as to allow two locks (Nos. 5 and 6) to be placed on the island. The reference of the bottom of the canal below lock No. 6, at station 130, would be 802.00, locks Nos. 5 and 6 being each of 8 feet lift. An additional lock would be needed between stations 130 and 160 to bring the grade of the canal to the best conditions for cheap construction below lock No. 9, but this would reduce the present well-arranged intervals between locks 6, 7, 8, and 9.

The railroad-tracks in Piedmont are very nearly, if not quite, on the natural surface, and assuming lock No. 3 to be placed at the end of the upper aqueduct, the depth of the bottom of the canal would be not more than three or four feet below the surface, or if a 10-foot lift-lock were used, as is shown for lock No. 3 on the profile, the depth would be from five to six feet below the surface. It is thus apparent that the canal would have to be provided with turning-bridges to accommodate so many railroad-tracks and street-crossings as would be required to serve the railroad companies and the town. As all the space between the railroad-shops and the main line of the Baltimore and Ohio Railroad is covered with tracks, this location may certainly be considered impracticable.

The section from the mouth of Savage River to lock No. 6, a distance of 1.84 miles, is estimated to cost as follows:

Lock and dam near mouth of Savage River, with contingencies.....	\$58,950 00
Dam at upper end of new channel for turning the river, (North Branch)...	17,650 00
66,565 cubic yards of tow-path embankment between lock No. 2 and dam, at 50 cents	33,282 50
22,220 cubic yards of channel-excavation, at 30 cents	6,666 00
6,875 cubic yards of slope-protection above lock No. 2, at \$1.50	10,312 50
112,770 cubic yards of embankment, tow-path, &c., at 50 cents	56,385 00
51,900 cubic yards of earth-excavation, at 20 cents	10,380 00
2,000 cubic yards of rock-excavation, at \$1	2,000 00
8,750 cubic yards of slope-protection, at \$2.25	19,687 50
5 locks, No. 6 being a guard-lock	126,000 00
Drainage-sluice and waste-weir	2,500 00
Dam across river, crib-work	5,000 00
Road-bridge over lock No. 3	700 00
Tow-path bridge at lock No. 5	300 00
Tow-path bridge added to road-bridge	500 00
Dam at Piedmont	23,900 00
Changing line of Cumberland and Pennsylvania Railroad and moving bridge to lock No. 6	23,000 00
Moving Piedmont and Westernport bridge	4,350 00
Damages in Piedmont on account of Cumberland and Pennsylvania Rail- road	10,000 00
Tow-path bridge on upper side of road-bridge	1,250 00
Special damages in Piedmont	3,000 00
Special damages in Westernport	2,500 00
Total for 1.84 miles	418,313 50
Average cost per mile	227,344 29

The canal is continued below lock No. 6, by making a tow-path and guard-embankment from the end of the lock to the island, and continuing this embankment along the left side of the island, occupying the left channel for the canal. This would be much less expensive than building the tow-path in the bed of the channel to form the canal against the left bank, which is high and steep. (See section 140, profile-sheet No.

2.) The tow-path and guard-embankment would now lie in the bed of the river, which is shallow from the island to the head of the old mill-race at station 160, where the canal-line leaves the river-turning to the left on to flat bottom-land.

This section will cost as follows:

61,300 cubic yards embankment, (tow-path,) at 50 cents.....	\$30,650 00
5,760 cubic yards slope-protection, at \$2	11,520 00
Three locks on rock foundation, at \$20,000.....	60,000 00
Three houses for lock-keepers	2,400 00
One drainage-sluice and waste-weir	2,500 00
Total for 1.10 miles	107,070 00
Average cost per mile.....	97,336 36

If instead of extending the canal to Savage River, Westernport (which is at the base of the George's Creek coal-field) is made its objective point, the two sections just described could be dispensed with and the canal terminated at lock No. 9. By this plan a section that is both expensive and troublesome to navigate would be avoided.

If the canal were terminated at lock No. 9, the Cumberland and Pennsylvania Railroad could be extended to the canal along the left bank of the left-hand channel, and deliver coal at the basin and wharves that would be made on the low ground just below this lock. This railroad was built in the interest of the coal-mines, and the coal-traffic is its main business. The extension of the canal to Bloomington, at the mouth of Savage River, is a matter of no importance, except as a part of the Savage River route for the extension of the canal across the mountains, on which I reported in January, 1874, unless it should be found practicable to provide an extension into the upper valley of the North Branch to the extensive coal-fields of that region. If this upper valley should, however, be improved by a railroad built to connect with the canal, then it would, in my opinion, be preferable to make this connection below Piedmont. There are, however, three coal-mining concerns in full operation above Piedmont, the Hampshire mines, the Virginia mines, and that of Mr. Wm. A. Brydon. The first-named mines are above Bloomington on the North Branch, the second below Bloomington, and the last is just above Bloomington on the Savage.

From lock No. 9 to 19, opposite Keyser, the distance is 4.17 miles.

For a distance of one and a quarter miles below lock No. 9, reaching to Stony Run, the line is laid over low, flat ground, most favorable for cheapness of construction. A bold rocky point is passed just below Stony Run, (see profile-sheet, No. 2, section at station 140,) by building the tow-path in the river, as previously described, for a distance of 1,250 feet, after which the line turns to the left on the level bottom-lands for a distance of one and one-tenth miles, with the most favorable conditions of cost in construction. The canal then lies along a slate-rock bluff, (see profile-sheet No. 2, section at station 224,) which is to be passed by a tow-path and guard-embankment for a distance of 2,000 feet; it then follows along the left bank of the river on generally favorable ground, passing occasionally along the face of short slate-rock bluffs, and now and then occupies a high-water channel of the river with a high tow-path bank to form the canal and to guard against floods. (See section on profile-sheet No. 2.) There is no notable obstacle on this section. An alternate line, lying on higher ground to the left, was examined between stations 260 and 388. The general profile was favorable and the line was well supported, but the descent was too rapid at the lower end near Keyser, crowding the locks into very short intervals. Its outline is shown on profile-sheet No. 3. A line connecting with this higher line was run across the ridge opposite Keyser, which could have connected with the main line at station 519, by a plane, or at station 615 by locks. It did not develop any favorable conditions, the ridge being too high.

This section is estimated to cost as follows:

135,500 cubic yards earth-excavation, at 20 cents.....	\$27,100 00
7,500 cubic yards rock-excavation, at \$1	7,500 00
256,000 cubic yards embankment, (borrowed,) at 30 cents.....	76,800 00
15,500 cubic yards slope-protection, at \$2.50	38,750 00
250 cubic yards arch-culvert masonry, at \$10	2,500 00
Ten locks	218,250 00
Six drainage-sluices and waste-weirs	15,000 00
Four county and farm road bridges over tail-bays of locks.....	3,200 00
Two miles grubbing and clearing, at \$300.....	600 00
Sixty acres land-damage, at \$25	1,500 00
Total for 4.17 miles	391,200 00
Average cost per mile.....	93,812 94

SECTION FROM LOCK NO. 19, AT KEYSER, TO LOCK NO. 53, ONE AND ONE-EIGHTH MILES ABOVE RAWLINGS'S STATION OF THE BALTIMORE AND OHIO RAILROAD.—LENGTH OF SECTION 8.9 MILES.

For some distance above as well as below lock No. 19, the canal is formed in an old bed of the river by making the tow-path embankment on the high ground to the right, confining the water against the opposite bluff. (See profile-sheet No. 3, section at 364.) The difficult high-rock point opposite Keyser is passed by a tow-path guard-embankment to be built in the river as shown by section at 394, profile-sheet No. 3. The canal then lies over bottom-lands, touching, however, a rock-cliff at section 439, so close to the river as to require a stone facing to the embankment, (see section at 440, sheet No. 3,) until the railroad-bridge is reached at station 470.

The canal is passed under this bridge by placing a lock at station 468, lowering the grade-line to the level of the river, and occupying the stream for a distance of 1,100 feet. (See section at 478, sheet No. 4.) There is room under the railroad-bridge for both canal and river, but additional water-way should be provided for the river by another span of bridge on the right. The bridge, which is known as No. 21, carries two tracks. The river-channel should be widened as shown by the brown shading on sheet 4. The line then turns to the left away from the river, and lies over bottom-lands for a distance of two and five-eighths miles, with long levels and excellent conditions. (See profile-sheet No. 4, upper line.)

Below lock 26, the canal is laid alongside of the Baltimore and Ohio Railroad, partly by using a tow-path and guard-embankment and partly in cutting on a terrace. At the island near station 653 the channel to the right is widened for the river. The river is occupied here for a distance of half a mile. The line thence lies for a distance of two miles over fine bottom-lands, well known in this section of the country as the "Black-Oak Bottom." They average something more than half a mile in width by two miles in length. Profile-sheet No. 4, lower profile-line, shows how favorably these two miles are passed by three locks, with full-depth cuts for long distances. From station 785 to 805 the river is again occupied for the canal by a tow-path and guard-embankment in the river, the earth for which is to be taken from the opposite bank to widen the river. (See sheet No. 7, and profile-sheet No. 4, section at 800.) Thence the line lies over favorable bottom-lands for a distance of one mile, to the end of this section. (See profile-sheet No. 5.)

The estimated cost of this section is as follows:

372,310 cubic yards earth-excavation, at 20 cents	\$74,462 00
223,350 cubic yards embankment, (borrowed,) at 45 cents	100,507 50
73,040 cubic yards embankment, at 30 cents	21,912 00
17,485 cubic yards slope-protection, at \$2.50	43,712 50
Thirteen locks of 8 feet lift, \$23,750	308,750 00
Twelve drainage-sluices and waste-weirs	30,000 00
One county-road bridge	1,500 00
Seven farm-road bridges at locks, at \$800	5,600 00
Two farm-road bridges, at \$1,500	3,000 00
One hundred and thirty acres of land-damages, at \$50	6,500 00
Special damages	800 00
Two iron truss-bridges, spans of 85 feet, at \$50	8,500 00
1,200 cubic yards bridge-masonry, at \$10	12,000 00
Foundation of one abutment	4,750 00
Contingencies of bridge-work, 10 per cent	2,000 00
Total for 8.9 miles	623,994 00
Average cost per mile	70,111 68

From lock No. 32 to Brady's Mill Station, the distance is eight and one-sixth miles.

Just below lock No. 32 the canal enters the bed of the river, which is occupied for a distance of 1,600 feet by means of a tow-path and guard-embankment, the rock-slope of the railroad reaching into the river. The usual widening of the channel for the river is made on the right. The line then turns to the left from the river and lies for a distance of four miles over low bottom-lands with the usual favorable conditions for economic construction. A portion of this distance is over the fine bottom at Rawlings's Station. Three or four small streams are crossed requiring culverts. (See profile-sheet No. 5, locks Nos. 32 to 36.) The canal now again takes possession of the river at the crossing of the Winchester Pike, at which place a stream is crossed requiring a culvert and follows the railroad slope for a distance of 3,800 feet, with the usual tow-path and guard-embankment and enlargement of the river-channel on the right, and then lies in a small channel of the river close under a steep rock bluff for a further distance of 2,500 feet, whence it turns to the left on to bottom-lands. In the last-mentioned distance the left bank of the adjacent island is to be occupied by the tow-path embankment. (See section 1137, profile-sheet No. 5.)

The Winchester Pike (so called) is a well-graded dirt-road crossing the river at station 1090 of the canal-line. The road formerly crossed the river by a truss-bridge, which has been destroyed, leaving the abutments in a ruined condition. The river is now crossed by fording, the road passing under the railroad-bridge at this place, which is long enough to give room for both stream and road. The grade of the canal is too low to admit of the pike being passed under it, and therefore it must be carried over the canal in the ordinary way. The railroad company has provided for permitting the road to cross its track to the bridge over the river, should it be rebuilt, and the grade of the canal is low enough to admit the floor of this bridge to be put on a level with the railroad-track. Estimate is made for an additional bridge abutment so as to provide for a span of bridge to reach over the canal to the abutment of the old bridge.

The grade-line of the canal at the last occupancy of the river is put at a greater height above the water-surface than usual, for the purpose of turning the line away from the river as soon as could be done without excessive cutting below the surface. A trial-line on a higher grade was run with an expectation of getting through the point below McKenzie's on the dotted line shown on sheet No. 9. On the line adopted, lock No. 37 could be placed at station 1130, but it would cause deep cutting from station 1150 to 1170, (see profile-sheet No. 6,) which could be avoided by laying the line more to the right at the point of leaving the river, which, however, adds to its length. Two lines were run and leveled around this point, which resulted in the adoption of the present line.

If the dotted line were followed, a deep cut, partly in rock, would be required, while the distance gained over the present line would be only about 1,000 feet.

Further time could not be given to this examination. From McKenzie's Point the line lies over very favorable bottom-lands to station 1215, (see profile-sheet No. 6,) from which point the canal is again formed in the river in the usual manner alongside of the railroad embankment, which is built of the rock excavated from the bluff.

The canal is kept in the river for a distance of 6,000 feet, (nearly one and one-seventh miles,) 1,200 feet of this distance being in an island channel. The proposed widening of the river-channel is shown by the usual shading, (see sheet No. 10.) Thence to Brady's Mills, (station 1292,) a distance of 1,800 feet, the line lies on flat ground. Brady's Mills have long been destroyed, and the dam built for their use has nearly disappeared, the mill-race shown on the map being no longer of any value. It does not require to be crossed by an arch.

This section is estimated to cost as follows:

270,790 cubic yards earth-excavation, at 20 cents.....	\$54,158 00
12,370 cubic yards embankment, (borrowed,) at 30 cents.....	3,711 00
406,530 cubic yards embankment, at 45 cents.....	182,938 50
21,900 cubic yards slope-protection, at \$2.50.....	54,750 00
Six locks, 8 feet lift, 1 of 6, and 1 of 7 feet	186,400 00
360 cubic yards culvert masonry, at \$10.....	3,600 00
Foundation for culvert, (on rock)	150 00
Seven drainage-sluices and waste-weirs.....	17,500 00
235 cubic yards abutment masonry for Winchester Pike, at \$10	2,350 00
Foundation for abutment	300 00
Farm-road crossing at Rawlings's	1,500 00
Seven farm-road crossings.....	9,700 00
Winchester-road crossing.....	500 00
One hundred and twenty acres land damages, at \$50.....	6,000 00
Total for eight and one-sixth miles.....	523,557 50
Average cost per mile.....	64,109 08

The final section from Brady's Mills to the tow-path bridge at the mouth of Will's Creek, Cumberland, is nearly six and one-eighth miles.

At Brady's Mills, the line lies close to a high rock bluff, and cuts deeply into it in order to reach the bottom-lands just below, (see profile-sheet No. 6.) These bottom-lands extend along the line for a distance of one mile, with favorable conditions of cost in construction.

Warrior Run, the largest stream crossed by the canal excepting George's Creek, which was passed at Piedmont, is crossed about one-half mile below Brady's Mills. Lock No. 39 is placed below the crossing for the purpose of passing the creek under the canal by an arch culvert of 20 feet span. If it should be desirable to feed the canal from this stream it could readily be accomplished by moving this lock back to near station 1310, forming a pool in the bed of the run, into which it would empty without detriment to the canal.

At a distance of one and one-eighth miles below Brady's Mills, the canal is again laid in the river for a distance of 1,200 feet, with a tow-path and guard embankment on the right, the river being widened on the opposite bank as has been previously done in such cases. Passing out from the river to the left, the canal lies over very

favorable bottom-lands for a distance of 2.7 miles. Here it finally enters the river by a guard-lock of 12 feet lift, at the head of the reservoir-pool that feeds the completed canal at Cumberland. This reservoir is used as a basin for the shipment of coal at the wharves of the Maryland Coal Company, being connected with the terminal level of the canal by a lift-lock which is also a guard-lock. The depth of water in the pool at the place where the canal is brought into the river is 7 feet, and it is not less than this at any point along the left bank or elsewhere below the end of the canal.

While the canal practically ends at the head of the reservoir-pool, yet a tow-path must be provided along the left bank of the river to the coal-wharves, a distance of 1.42 miles. The tow-path will be changed from the right to the left side of the canal by a bridge over the tail-bay of the last lock, (No. 34,) which is placed just at the point where the canal enters the river. (See sheet No. 12.) Thence the tow-path must be made by an embankment against the railroad slope for a distance of 1,400 feet. (See section at 1325, profile-sheet No. 7.) The earth for this embankment can be taken from the island at the head of the reservoir-pool by flat-boats, the island being useless for cultivation. There will be no difficulty in making the remainder of the tow-path, as the natural surface is about at high-water line. The bank is covered with a growth of large trees.

A special study will be required to determine the proper way to make the tow-path in front of the wharves so as not to interfere with the business done there. As the condition of our canal will be quite the same as that of the main canal when we have brought it to these wharves, further consideration of the subject may be neglected for the present. Estimate is made for raising the tow-path above high water between the coal-wharves and the tow-path bridge across Will's Creek; and also for protecting the river-bank with stone along the entire distance from the end of the canal to the coal-wharves.

This section is estimated to cost as follows:

220,465 cubic yards earth-excavation, at 20 cents.....	\$44,093 00
11,285 cubic yards rock-excavation, at \$1.....	11,285 00
8,770 cubic yards embankment, (borrowed,) at 30 cents.....	2,631 00
64,465 cubic yards embankment, (tow-path,) at 60 cents.....	38,679 00
19,500 cubic yards riprap protection for river-slope, at \$1.50.....	29,250 00
Four locks (8 feet lift) and guard-lock.....	123,750 00
216 cubic yards culvert arch-masonry, at \$12.50.....	2,700 00
286 cubic yards culvert masonry, at \$8.....	2,288 00
150 cubic yards paving culvert, at \$3.....	450 00
Foundation of culvert.....	150 00
Four drainage sluices and waste-weirs.....	10,000 00
One county-road crossing.....	1,800 00
Five farm-road crossings.....	7,500 00
Tow-path bridge at lock 34.....	500 00
Clearing river-bank.....	1,500 00
Eighty acres land damages, at \$50.....	4,000 00
Total for six and one-eighth miles.....	280,576 00
Average cost per mile.....	45,808 33

RECAPITULATION.

Bloomington to Piedmont.....	1.84 miles.....	\$418,313 50
Piedmont to Station 160.....	1.10 miles.....	107,070 00
Station 160 to Keyser.....	4.17 miles.....	391,200 00
Keyser to Rawlings's.....	8.90 miles.....	623,994 00
Rawlings's to Brady's Mills.....	8.16 miles.....	523,557 50
Brady's Mills to Cumberland.....	6.13 miles.....	280,576 00
Engineering superintendence, 3 per cent.....		70,341 33
Total.....	30.30 miles.....	2,415,052 33
Contingencies, 10 per cent.....		241,505 23
Total probable cost of 30.30 miles.....		2,656,557 56
Average cost per mile.....		87,675 16

The total length of canal that is laid in the river-bed aggregates 8.05 miles, which is 26.6 per cent. of the whole distance to the mouth of Savage.

H. Ex. 137—5

Table of distances and elevations of various points on the line of the proposed extension of the Chesapeake and Ohio Canal from Cumberland to Pittsburgh, by way of the North Branch of the Potomac and Savage River.

Miles from Cum-berland.	Place.	Elevation above low tide.	Remarks.
0.00	Cumberland, guard-lock of Chesapeake and Ohio Canal.	601.50	Top of miter-sill.
6.18	Brady's Mills	636.00	Surface of water in North Branch.
18.56	Parker's Run	735.40	Do.
23.17	Keyser, (Queen's Rock)	793.50	Do.
28.75	Piedmont, mouth of George's Creek	908.52	Do.
30.68	Bloomington, mouth of Savage	953.29	Do.
35.96	Crabtree Creek, mouth of	1,338.60	Surface of water in Savage River.
44.71	Blue-Lick Creek, mouth of	1,798.60	Surface of water in North Branch.
50.16	Lochiel Saw-mill	2,182.00	Savage River under bridge near Wilhelm's.
54.94	Summit near Shades	2,606.40	
56.55	National Road, near Shades	2,418.50	Top of parapet of stone bridge.
61.50	Findlay's Mill, on Piney	2,222.29	Under bridge.
64.62	Piney, mouth of	1,984.80	Near Salisbury.
67.78	Keystone Mines	1,956.60	Surface of water in Castleman.
71.00	Meyersdale, and junction with Will's Creek line.	1,934.40	Castleman at mouth of Flaugherty.

The following maps and plans accompany this report :

Twenty maps Will's Creek route.

Thirty-one profiles Will's Creek route.

Twelve special maps (appendix sheets) Will's Creek route.

Thirteen field maps North Branch route.

Seven field profiles North Branch route.

Sixteen plans of structures.

I regret that the limited funds at my disposal did not permit me to make as finished maps and profiles of the North Branch route as I could have desired. Those herewith forwarded are the field maps and profiles which, though accurate, are somewhat rough in appearance. The exhaustion of the funds of the survey made it impracticable to have them redrawn.

The plans of structure include seven designs for aqueduct-bridges on the Will's Creek route, and also the following, viz :

Design for a lock of 8 feet lift.

Design for a lock of 16 feet lift.

Drawing of lock-gate now in use on the Chesapeake and Ohio Canal.

Inclined planes on Morris and Essex Canal ; drawings of plane, carriage, flume, turbine and engine house, and pulley-wheels.

Design for a drainage-gate.

Design for a farm-bridge.

Drawing of canal-boat now in use on Chesapeake and Ohio Canal.

The appendix attached to this report indicates the manner in which the prices adopted for tunnel and shaft excavation were determined.

Respectfully submitted.

THOS. S. SEDGWICK,
Assistant Engineer.

Major WM. E. MERRILL,
Corps of Engineers.

APPENDIX.

Notes in regard to tunnel-work applicable to the summit-tunnel of the proposed extension of the Chesapeake and Ohio Canal.

In the Nesquehoning tunnel, Carbon County, Pennsylvania, as per paper of J. Dutton Steele, member American Society Civil Engineers, the heading was driven in the conglomerate rock at the rate of 100 linear feet per full month, and in the red shales, 160 feet per month. The work in the conglomerate rock lasted twelve months, and in the red shales two months. The average progress made in widening the tunnel, the head-

ing being in the middle of the bottom of the section, during eight months' working in the coal-measures and two months in the conglomerate, was 166 feet per full month, or 5.53 feet per day, and for the heading $3\frac{1}{2}$ feet per day in the conglomerate, and $5\frac{1}{2}$ feet per day in the red shale.

The summit-tunnel of the Chesapeake and Ohio Canal extension will be in very similar kind of rock, and the rate of daily progress is not dependent on the area of the tunnel-section, although it may be readily comprehended that the tunnel of larger sections could, with the same proportional number of laborers, be driven somewhat faster than the smaller one, because of the greater air-space and working-room, and the raising of greater quantity of excavated rock with about the same character and scale of machinery.

The progress in the Hoosac tunnel was 116 and 162 feet per month; and a monthly average for three months, of 150 feet, or 5 feet per day.

Presuming that when the rock is solid and forms a self-supporting roof, a greater daily progress can be made than in varying qualities of rock, where the roof must be supported as the work progresses, requiring a greater number of laborers for the same size of tunnel, and encountering many delays, we will assume that our canal-tunnel can be driven at the rate of $3\frac{1}{2}$ feet per day at each face, or 100 feet per month, or 1,200 feet per year. (The average of the daily progress made at the Nesquehoning tunnel is $4\frac{7}{10}$ feet per day.)

The shafts should be larger than is usual, because they would be used so long a time in raising the excavated rock from the tunnel, and for lowering the arching and lining material, &c. They should be arranged with two compartments, one for hoisting and lowering, and one for pumping water and blowing air into the tunnel. This arrangement would require a section for excavation of shaft 10 by 20 feet, giving a quantity of $(10' \times 20' \times 700')$ 5,185 cubic yards for the shaft of 700 feet depth.

The measure of time for completing the tunnel may be said to depend on the time necessary to complete the western approach cut, which is 7,100 feet in length, and contains 455,000 cubic yards of earth-excavation and 280,000 cubic yards of rock-excavation. This work being open cutting, a very large force could be kept at work on several lifts or faces at once. It is quite plain that this approach and the 700-foot shaft should be completed in the same time. If two years be allotted to these excavations, we shall have to take 30,625 cubic yards from the approach each month, and from the shaft quite nearly 173 cubic yards per month, or 6.65 per day, considering twenty-six working days per month. This requires the shaft to be sunk $1\frac{1}{2}$ feet per day. Considering the confined space in which the work must be done, and that the laborers must be raised to the top of the tunnel every time a blast in the rock is exploded, this rate of progress is a fair average.

The lining of the shaft with frames of 10 by 10 inch timber, placed 6 feet from center to center, and sheathed with 3-inch plank, would cost, at \$50 per 1,000 feet, \$9,890. This sum divided by the total amount of shaft-excavation, gives an additional cost for lining of \$2.14 $\frac{1}{2}$ per cubic yard excavated. No charge is made for lowering the timbers of the lining, as the entire cost of the hoisting-machinery has already been taken into account.

COST OF EXCAVATING TUNNEL.

In the Nesquehoning tunnel, the holes drilled per cubic yard in widening were in conglomerate $4\frac{1}{2}$ feet linear measure, and in red shale $3\frac{1}{2}$ feet, averaging $3\frac{1}{2}$ feet. The quantity of powder used was 3 pounds per cubic yard in the conglomerate rock, and $2\frac{1}{2}$ pounds in the shales, giving an average of $2\frac{1}{2}$ pounds per cubic yard. One man can drill 8 feet of holes in one day, and one man should break up for loading on to cars, remove from the blasting and load, say, 3 cubic yards per day, and putting labor at \$1.50 per day, we have for the cost thus far of one cubic yard of material excavated in widening, as follows, taking round numbers:

Drilling 4 feet of blast-hole.....	\$0	75
$2\frac{1}{2}$ pounds of powder at 16 cents.....		44
Loading and tamping, say half an hour, $\frac{1}{20}$ day.....		07 $\frac{1}{2}$
Moving, breaking, and loading, one-third day.....		50
Oil for lights, smithing, and attendance.....		10
Proportionate cost of foreman: If 3 feet be taken out per day—162 cubic yards—foreman \$2.50 per day.....		01 $\frac{1}{2}$
Sum of items, say.....	\$1	90 1 88
Add 10 per cent. profit.....		19 19
		2 09 2 07

The *headings* in the same tunnel were 8 feet high by 16 feet wide, and were driven at a rate of 100 feet per month in the conglomerate rock, and 160 feet per month in the shale, an average of 130 feet per month.

The holes drilled per cubic yard in the conglomerate were 4 feet linear, and in the red shale $6\frac{1}{2}$ feet, an average of $8\frac{1}{4}$, and the powder averaged 5 pounds per cubic yard. Making an allowance for moving, breaking, and loading of one-half a day's labor for each yard, we have for cost of excavating *heading* per cubic yard, as follows :

Drilling 9 feet, linear, of holes, $1\frac{1}{2}$ days, at \$1.50	\$2 25
5 pounds of powder at 16 cents	80
Loading holes, tamping, and lost time three-quarters of an hour	11
Moving, breaking, and loading rock one-half day	75
Oil for lights, smithing, &c	15
Proportion of foreman, ($\frac{1}{18}$) taking 15 yards from heading per day, \$2.50	17
Sum of items	4 23
Add 10 per cent. profit	42
Cost of heading per cubic yard	4 65

The section of our tunnel is 54 cubic yards per each linear foot, and a heading 6 feet high by 12 feet wide gives an area of $2\frac{1}{2}$ cubic yards per linear foot, and if three headings were worked at the same time, the sectional area being so large, then the heading area would be 8 cubic yards per linear foot, leaving 46 cubic yards of widening per linear foot, and averaging these portions of the area, we get—

8 cubic yards of heading, at \$4.65	\$37 20
46 cubic yards of widening, at \$2.07	95 22
54 cubic yards of tunnel-excavation, at \$2.45 $\frac{1}{2}$	132 42
Averaging \$2.45 per cubic yard.	

Hauling the excavated rock in the tunnel from the working face to the hoisting-shafts will cost as follows, based on the use of a portable tramway and cars carrying one cubic yard, which will weigh as an average of sandstone, shale, &c., $1\frac{1}{2}$ tons: Taking the average distance of the longest haul in the western section of the tunnel, we shall have 2,100 feet quite nearly. Although we have considered the practicability of driving the faces of the tunnel at a rate of $3\frac{1}{2}$ feet per day, yet, as two full tunnel-faces will deliver their *débris* of material at each shaft, it would require 2 cubic yards to be raised for each five minutes for twenty-four hours—a heavy duty. Presuming that the full tunnel-section will be driven at a rate of 2 feet per day, and allowing an increase in bulk of 50 per cent., there will be 162 cubic yards moved daily from one face. Using a good tramway and allowing one horse to draw two cars, and make a round-trip of 2,600 feet in half an hour, there would be 81 trips per day, or less than one horse could move at 4 yards per hour, and this would require but 4 cars to do the work. We will take, however, 6 cars, and provide 3 horses for 8-hour shifts. We will also consider a double-track tramway as necessary for efficient working, an equipment that would do the work of hauling if the tunnel-face should be driven 3 feet per day. The time for which this equipment will be required will be taken at 5 years, in order to average all the sections of the tunnel, and to renew a portion of the equipment each year, with interest on outlay :

4,200 linear feet portable track, at 75 cents	\$3, 150 00
100 linear feet portable track extra at shaft, at 75 cents	75 00
6 cars, at \$100	600 00
3 horses, or mules, at \$150	450 00
3 sets harness, at \$20	60 00
Shoeing horses each three weeks, at \$1	210 00
Renewal and repairs of track in five years	1, 000 00
1 horse each year, 4 at \$150	600 00
1 set harness each year, at \$20	80 00
Repairs to cars each year, at \$100	500 00
Sum of items of capital	6, 725 00
Interest at 6 per cent. for five years	2, 017 50
Value of capital in five years	8, 742 50
Value of capital for 1 year of 300 days	1, 748 50
Value of capital for 1 day, (300)	5 83

which is the daily expense of capital invested.

The other daily expenses are: three drivers, horse-forage, stabling, and proportion of foreman's wages.

Three drivers, at \$1 per day	\$3 00
Forage for 3 horses, at 50 cents	1 50
Proportion of stable, hostler, caring for 12 horses, at \$1.50	12 $\frac{1}{2}$

Stabling, cost for 12 horses 5 years, 300 days	\$0 12½
Oil for lamps, and lamps, cars, &c.	05
One-tenth portion of foreman's wages, at \$2.50	25
Daily value of capital invested	5 83
Sum of items of daily cost	10 88

for moving 162 cubic yards of rock, equal to \$0.0672, or 6½ cents per cubic yard.

RAISING THE MATERIAL AT THE SHAFTS.

The wagons used in the tunnel are presumed to be so built as to be run on to a cage or platform at the bottom of the shaft, on which they can be raised to the top of the shaft by the usual arrangement of steam hoisting-engine at any given rate, say 700 feet in one and a half minutes; two platforms to be used, one descending while the other ascends, so as to raise two wagons, 2 cubic yards, each five minutes, one minute being taken at the bottom to load, and one minute at the top to move off the loaded car to be replaced by an empty one. As there are 162 cubic yards to be taken from each of two faces, there are 324 cubic yards to be raised daily. If eight minutes were occupied in raising two cars 2 cubic yards, the work would consume nearly twenty-two hours, leaving two hours for lowering and raising the laborers to and from their work, the animals to remain always below. Putting the weight of the car at 1,000 pounds, and the platform, on which it is to be raised, at 760 pounds, and 700 feet of steel-wire rope, 1,000 pounds, gives a load of 5,000 pounds to be raised, say 4 feet per second, gives 20,000 pounds—say, 40 horse-power engine. The investment of capital in hoisting-machinery and accessories will be as follows, for seven years, to be used two years on the shaft:

Hoisting-engine, complete	\$4,500 00
Transportation of same	100 00
1,500 feet steel-wire rope, at 50 cents	750 00
Two platforms, at \$75 each	150 00
House for machinery, (arbitrary)	2,500 00
Setting and adjusting machinery	1,000 00
Boilers, complete, (grates, stacks, &c.)	2,500 00
Transportation	75 00
Setting	500 00
Fittings, pipes, &c	300 00
House for boilers	1,250 00
New material and repairs	1,000 00

Sum of items of capital

Yearly value of capital, (300 days)	2,089 30
Annual interest on capital	877 50

Yearly value of capital and interest	2,966 80
Daily value of capital	9 89

The items of daily cost of operating the hoisting-machinery for two shafts are—

2 engine-men, at \$2	\$4 00
2 firemen, at \$1.50	3 00
2 laborers at top of shaft, at \$1.50	3 00
2 men at bottom of shaft, at \$1.50	3 00
3 horses to take cars at surface, daily value as capitals with renewals	75
Forage of 3 horses and shoeing, at 50 cents	1 50
2 tons coal for fuel, at \$4.50	9 00
Oil, waste, and sundries	50
Daily value of capital	9 89

Sum of items daily expense

of raising 324 cubic yards of material, a cost of 10.7 cents per cubic yard.

Cost per cubic yard of pumping:

1 deep-mine pump	\$450 00
1 30-horse-power engine	2,550 00
Transportation	30 00
800 feet 3-inch pipe, at \$1.30	1,040 00
30 horse-power boiler	1,100 00
Setting boiler and fixtures	500 00
Pitman for pump, &c	150 00

House for boilers, &c.....	\$1,250 00
New material and repairs in seven years.....	1,000 00
Sum of items of capital.....	8,070 00
Yearly value of capital.....	1,152 87
Annual interest on capital.....	484 20
Annual value of capital, (300 days).....	1,637 07
Daily value of capital.....	5 48

The daily cost of operating the pumping machinery is as follows :

2 engine-men, at \$2	\$4 00
2 firemen, at \$1.50	3 00
2 tons coal-fuel, at \$4.50.....	9 00
Oil, waste, and sundries.....	50
Daily value of capital	5 46
Sum of items of daily cost.....	21 96

Therefore, the cost for pumping while 324 cubic yards is being excavated, equals 6.8 cents per cubic yard.

The cost of blowing air into the tunnel is based on the work done by a rotary blower driven by an engine run by steam taken from the boiler of the hoisting machinery :

One pressure-blower.....	\$310 00
8,000 feet blast-pipe, (wood)	1,280 00
Driving-belt	300 00
15 horse-power engine	750 00
Freight.....	15 00
House for engine	500 00
Renewals and repairs in five years.....	500 00
Sum of items of capital	3,655 00

Yearly value of capital, (for 5 years)	\$731 00
Yearly interest on capital, at 6 per cent.....	219 30

Yearly value of capital and interest.....	950 30
Daily value of capital, (300 days)	3 17

(Only the blower, belt, and 800 feet pipe will be used for the first two years in shaft.)

The daily costs are as follows :

2 engine-men, at \$2.50	\$5 00
2 firemen, at \$1.50	3 00
1 ton coal.....	4 50
Oil, waste, &c.....	25
Daily value of capital.....	3 17
Sum of items daily cost	15 92

Therefore, the cost of blowing air to laborers excavating 324 cubic yards of material is equal to 4.92 cents per cubic yard.

Recapitulating the several items of cost per cubic yard of tunnel-excavation we have—

Average cost at working face in tunnel.....	\$2.4500
Cost of hauling in tunnel.....	0.0675
Cost of hoisting and depositing	0.1070
Cost of pumping	0.0680
Cost of blowing air.....	0.0492

Sum of items of cost	2.7417
Add 10 per cent. for extra profit	0.2742

Total estimated cost per cubic yard.....	3.0160
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The cost of haul, based on the average distance of haul, is probably somewhat below the actual average, but the same force would do the required work if the length of haul were 2,600 or even 3,000 feet, as the round-trip could be within the half-hour allotted in the above estimate.

A greater quantity of track is allowed than might be found necessary, as there would be no inconvenience in doing the work on a single track with double-track conveniences at the working face, at the shaft, and at convenient intermediate passing-places as might be needed.

The cost of the machinery and accessories is stated in even figures, for the reason that extreme precision is unimportant; for if a sum of \$4,000 capital, with interest, were added to the plant, the cost would be increased only 1.1 cents per cubic yard.

The shoring or false timbering of the work as it progresses is an item of incidental cost more expensive than any of those cited. Providing a complete frame of heavy timber for each linear yard of tunnel, with lagging and props, and the daily labor of three laborers to place it, gives a cost of 55 cents per cubic yard, the material to be lowered in the returning cars. This extra labor, loading return cars, say four laborers, \$6 per day, is less than two cents per cubic yard. Adding this to former sum of costs, $(3.03 + .57)$, and adding 11 per cent. for contingencies, gives a cost of (\$3.996) say \$4 per cubic yard. But if the rock were solid enough to support itself until the linings were in place, \$3 would be its cost per cubic yard.

COST OF SHAFTS PER CUBIC YARD.

The area of the shafts is taken 10 feet wide by 20 feet long, to be lined, as sunk, with timber, as previously described.

The cubic contents of the 700-foot shaft is 5,185 cubic yards, or 7.4 cubic yards per each foot of depth, and the shaft must be sunk at a rate of $1\frac{1}{6}$ feet per day to be completed in two years, requiring a daily removal of 8.63 cubic yards.

The same machinery provided for pumping, raising the material, and blowing air will be needed during the sinking of the shaft, and as its capital value has been distributed to the costs of excavating the tunnel proper, only the daily cost of operating will be taken into the account here.

(A lighter class of plant could be used for working the shaft, but its economy is doubtful, as it would ultimately have to be sold at a sacrifice.)

The cost of operating the machinery may be taken at one-half the laborers and expense required when the machinery is worked up to its full capacity, because the work of sinking the shaft would most probably be done in daytime.

The cost of blasting and loosening the rock will be the same as for tunnel-heading.

Drilling holes, 9 feet.....	\$2 25
Powder, 5 pounds	80
Loading holes, tamping, and lost time	11
Breaking and loading rock.....	75
Oil, smithing, &c.....	15
Proportion of foreman $\frac{1}{8}$	32
Additional lost time, per cubic yard.....	25
Sum of items.....	4 63
Add 10 per cent. profit.....	46

Cost per cubic yard..... 5 09

The lining according to previous estimate will cost, for the whole depth, \$9,890, or \$1.90 $\frac{7}{10}$ per cubic yard. (The daily cost of the hoisting plant being charged to the raising the material from the shaft, the expense of lowering the lining-material will not be considered here. It might be taken at one-half the daily expense.)

The *hoisting-expenses* are:

Daily value of capital and interest as before.....	\$9 89
1 engine-man	2 00
1 fireman	1 50
1 laborer at surface.....	1 50
1 horse drawing cars, top, daily value and cost.....	1 00
1 ton of coal for fuel.....	4 50
Oil, waste, &c.....	10
Sum of items of daily expense.....	20 49

for raising 8.63 cubic yards, or \$2.21 $\frac{1}{2}$ per cubic yard.

The cost of *pumping* reduced in the same general manner is:

Daily value of capital and interest as before	\$5 46
1 engine-man	2 00
1 fireman	1 50
1 ton of coal, fuel.....	4 50
Oil, waste, and sundries	30

Sum of items for daily expense..... 13 76
for 8.63 cubic yards, which is equal to \$1.59 $\frac{1}{2}$ per cubic yard.

Cost of *blowing* air :

(In this case we will presume that the blower is run by the hoisting-engine.)

Daily value of interest, 6 per cent., on \$800.....	\$0 16
Blast-pipe, 800 feet, \$128.....	23

Total daily cost	39
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This corresponds to 8.63 cubic yards of excavation, which is at the rate of 4½ cents per cubic yard.

Summing these items of cost we have for each cubic yard of shaft removed :

Cost of excavating.....	\$5. 100
Cost of hoisting	2. 215
Cost of pumping	1. 595
Cost of blowing air.....	0. 045
Cost of lining	1. 907

Sum of items of cost.....	10. 862
Add 10 per cent. for profit	1. 086

Cost per cubic yard.....	11. 948
Add 11 per cent. for contingencies.....	1. 3142

Total probable cost.....	13. 2622
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which may be taken at \$13.25 per cubic yard.

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CLAIMS BEFORE THE QUARTERMASTER AND COMMISSARY
DEPARTMENTS UNDER ACT OF JULY 4, 1864.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In response to a resolution of the House of the 14th February, a report of the Acting Quartermaster-General on the amount of claims allowed and rejected by the Quartermaster's Department and Commissary Department under the act of July 4, 1864.

MARCH 2, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *February 29, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with the resolution of the House dated the 14th instant, reports of the Acting Quartermaster-General and Commissary-General of Subsistence of the aggregate amount of claims allowed and rejected in their Departments under the act of July 4, 1864, and the acts amendatory thereto, in the States of Indiana, Ohio, and Pennsylvania, and in the Southern States to which the law applies.

WM. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT,
QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., February 18, 1876.

SIR: I have the honor to return herewith the resolution of the House of Representatives of February 14, 1876, requesting the Secretary of War to report to that body "the aggregate amount of claims allowed and rejected in the Departments of the Quartermaster-General and Commissary-General, under the act of July 4, 1864, and the acts amendatory thereto, in the States of Indiana, Ohio, and Pennsylvania; also the aggregate amount of claims allowed and rejected under said law, and the amendments thereto, in the Southern States to which the law applies."

The registry of claims received in this Office prior to the beginning of 1871 is very brief, showing name of claimant, date of filing, date the

claim originated, items charged for, by whom the stores, &c., are alleged to have been taken and used, name of attorney in the case, and total amount claimed. It was not the practice to enter on the record the name of the State and county where the claim originated, and this information is, in the majority of cases, omitted from the claims registers prior to the beginning of 1871, sixty-nine in number, containing an aggregate of about 90,000 claims.

Many of these claims originated since the war, and therefore do not come within the provisions of the act of July 4, 1864, section 2. No separate record has ever been kept in this Office exclusively for claims presented under that act.

Since the beginning of the year 1871, the records have been kept in a more complete manner, designating the States and counties in which claims originated, in addition to the information formerly recorded. Ten books have thus been filled since that time, containing an average total of 15,000 claims, making a grand total of about 105,000 claims for quartermaster stores alone.

The work of examining the registers of claims alone, if they in all cases contained the information required, would involve much labor and time. As will be seen from the foregoing that it will be necessary to resort to the papers in the claims on file in many cases to ascertain the State in which they originated, it is estimated that it will employ the *whole clerical force* of this Office, now engaged on claims, at least for the space of *one month* to make proper and full answer to the resolution.

The work of the claims branch of this Office is very heavy, especially so during the sessions of Congress, and the force employed therein barely sufficient to keep up the current work.

The time consumed in making answer to the resolution would embarrass current business and result in the accumulation of a vast amount of work, and cause delay in the consideration of claims now pressed for settlement.

In view of the foregoing facts, I have considered it for the interest of the public service to return the resolution to you with the accompanying statement, which is a partial reply thereto.

This statement is collected from the annual reports of this Office for fiscal years ending June 30, 1871, 1872, 1873, 1874, and 1875, published in executive documents, the volumes and pages of which are referred to in the statement.

By the reports referred to, it is shown that the total number and amount of claims presented for the consideration of the Quartermaster-General under the provisions of the act of July 4, 1864, section 2, (Revised Statutes, Appendix, section 300, A,) with action taken thereon and present condition on June 30, 1875, to be as follows:

Total number presented	35,776
Total amount claimed	\$26,809,067 56
Total number recommended to the Third Auditor for settlement.....	7,541
Total amount recommended to the Third Auditor for settlement.....	\$3,425,777 68
Total reduction in those recommended to the Third Auditor for settlement	\$2,496,477 03
Total number rejected	15,921
Total amount of those rejected.....	\$11,156,657 05
Total number suspended or awaiting final action	13,314
Total amount suspended or awaiting final action.....	\$9,730,155 82

This statement does not show separately the aggregate amounts of

claims which originated in the States of Indiana, Ohio, and Pennsylvania, and the other States to which the law applies.

Comparatively few claims originating in the States of Indiana and Ohio have been presented to this Office under the act of July 4, 1864, and the same was the case regarding Pennsylvania until within the past few years, when quite a number originating around Gettysburgh have been presented. Very few, however, of these have been allowed.

The bulk of claims presented under the act referred to originated in the States of Maryland, West Virginia, Kentucky, Tennessee, and Missouri, and the District of Columbia.

It is the opinion of this Office that the aggregate amount of such claims originating in all other States, not in rebellion, presented to this Office, will not exceed 10 per centum of the total amount of all claims presented under the act of July 4, 1864, section 2.

The Acting Quartermaster-General makes this report with the hope that the information contained therein will so far answer the requirements of the resolution as to avoid the necessity for a more detailed and specific reply, the preparation of which, in view of the limited clerical force and other difficulties above mentioned, would result in great embarrassment to the current business of this Office.

If, however, the honorable Secretary of War should decide that full and specific report should be made in answer to the resolution, the whole clerical force of the Office will at once be placed at work in the preparation thereof.

Very respectfully, your obedient servant,

RUFUS INGALLS,

Acting Quartermaster-General, Bvt. Major-General, U. S. A.

The Hon. SECRETARY OF WAR,

Washington, D. C.

Statement of claims for quartermaster's stores alleged to have been furnished to or taken by the Army of the United States, presented to the Quartermaster-General's Office for consideration under the provisions of the act July 4, 1864. (See Revised Statutes, sec. 300, A, Appendix.)

Date.	Number.	Amount claimed.	Recommended for allowance.		Reduction on claims recommended for allowance.	Claims rejected.		Awaiting final action.		Remarks.
			No.	Amount.		No.	Amount.	No.	Amount.	
Prior to June 30, 1871. . . .	28, 039	\$17, 811, 140 66	4, 950	\$2, 078, 083 05	\$877, 672 76	13, 923	\$8, 308, 254 07	10, 166	\$6, 547, 130 80	Ex. Doc. 1, part 2, 42d Cong., 2d sess., p. 133.
Fiscal year 1871 and 1872	1, 124	1, 483, 314 18	665	367, 102 72	410, 234 95	274	396, 100 75	10, 351	6, 857, 006 56	Ex. Doc. 1, part 2, 42d Cong., 3d sess., p. 221.
Fiscal year 1872 and 1873.	1, 963	2, 024, 725 16	642	296, 775 90	318, 436 52	325	443, 689 75	11, 347	7, 822, 829 55	Ex. Doc. 1, part 2, 43d Cong., 1st sess., p. 185.
Fiscal year 1873 and 1874	2, 606	3, 144, 572 34	881	495, 234 38	537, 250 47	528	694, 152 19	12, 544	9, 240, 764 85	Ex. Doc. 1, part 2, 43d Cong., 2d sess., p. 189.
Fiscal year 1874 and 1875.	2, 044	2, 345, 315 22	403	188, 581 63	352, 892 33	871	1, 314, 460 29	13, 314	9, 730, 155 82	Ex. Doc. 1, part 2, 44th Cong., 1st sess., p. 266.
Total	35, 776	26, 809, 067 56	7, 541	3, 425, 777 68	2, 496, 477 03	15, 921	11, 156, 657 05	.....	.....	

The number of claims, 13,314, and amount thereof, \$9,730,155.82, last mentioned in the column awaiting final action, represent the number and amount in that condition on June 30, 1875.

Respectfully submitted.

RUFUS INGALLS,
Acting Quartermaster-General, U. S. A.

QUARTERMASTER-GENERAL'S OFFICE, February 18, 1876.

WAR DEPARTMENT,
OFFICE COMMISSARY-GENERAL OF SUBSISTENCE,
Washington, D. C., February 25, 1876.

SIR: In compliance with the resolution of the House of Representatives of the 14th instant, furnished by the War Department for the action of this Office February 15, 1876, as follows, to wit: "*Resolved*, That the Secretary of War be, and he is hereby, requested to report to the House of Representatives the aggregate amount of claims allowed and rejected in the Departments of the Quartermaster-General and Commissary-General under the act of July 4, 1864, and the acts amendatory thereto, in the States of Indiana, Ohio, and Pennsylvania, and also the aggregate amount of claims allowed and rejected under said law, and the amendments thereto, in the Southern States to which the law applies," I have the honor to report the number and aggregate amount of claims recommended by this Office for settlement by the Third Auditor of the Treasury, and the number and aggregate amount of claims disallowed in this Office upon examination, under section 3, act of July 4, 1864, and the acts amendatory thereof, in each of the States and Territories of the United States to which the act applies, as follows:

States and Territories.	Claims recommended for settlement.	Aggregate amounts.	Claims disallowed.	Aggregate amounts.	Total number of claims.	Total amounts.
California.....	2	\$1, 476 01	.....	.....	2	\$1, 476 01
Colorado Territory.....	2	125 90	3	\$5, 458 54	5	5, 584 44
Connecticut.....	2	113 28	.....	.....	2	113 28
Dakota Territory.....	1	675 00	.....	.....	1	675 00
Delaware.....	1	159 37	.....	.....	1	159 37
District of Columbia.....	2	744 52	5	4, 462 65	7	5, 207 17
Illinois.....	1	68 00	2	1, 356 30	3	1, 424 30
Indiana.....	3	292 94	8	4, 127 46	11	4, 420 40
Indian Territory.....	4	1, 003 88	9	42, 650 25	13	43, 654 13
Iowa.....	1	1, 494 00	.....	.....	1	1, 494 00
Kansas.....	27	12, 207 53	31	27, 934 20	58	42, 141 73
Kentucky.....	356	68, 669 33	798	331, 401 87	1, 154	400, 071 20
Louisiana.....	24	18, 146 01	.....	.....	24	18, 146 01
Maryland.....	62	14, 231 16	239	85, 539 51	301	99, 770 67
Minnesota.....	3	160 82	.....	.....	3	160 82
Missouri.....	209	47, 951 84	525	241, 363 66	734	289, 315 50
Nebraska.....	3	313 72	2	10, 506 00	5	10, 819 72
New Mexico.....	3	3, 185 54	5	31, 645 20	8	34, 830 74
Nevada.....	.....	.....	2	8, 406 00	2	8, 406 00
New York.....	2	519 77	.....	.....	2	519 77
Ohio.....	14	7, 365 37	42	2, 876 82	56	10, 242 19
Pennsylvania.....	22	1, 786 93	16	7, 153 66	38	8, 940 59
Tennessee.....	600	168, 225 29	2, 463	1, 171, 658 38	3, 063	1, 339, 883 67
Utah Territory.....	1	71 50	.....	.....	1	71 50
Vermont.....	1	57 32	.....	.....	1	57 32
Washington Territory.....	1	550 00	.....	.....	1	550 00
West Virginia.....	125	54, 940 84	309	179, 476 03	434	234, 416 87
Total.....	1, 472	404, 535 87	4, 459	2, 156, 016 53	5, 931	2, 560, 552 40

Of the foregoing disallowed claims, 102, amounting to \$144,100.49, are undergoing re-examination upon additional evidence.

Claims from the parishes in the State of Louisiana exempted in the President's proclamation of January 1, 1863, were received and examined in this Office under this act until prohibited by chapter 57, acts of the second session Thirty-ninth Congress.

Very respectfully, your obedient servant,

R. MACFEELY,
Commissary-General Subsistence.

Hon. W. W. BELKNAP, Secretary of War.

H. Ex. 138—2

C. C. HUTCHINSON.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

TRANSMITTING,

In response to House resolution of the 21st ultimo, report from the Commissioner of Indian Affairs in relation to the defalcation of C. C. Hutchinson, late United States agent for the Ottawa Indians.

MARCH 2, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, March 1, 1876.

SIR: I have the honor to transmit herewith copy of report, dated the 26th ultimo, from the Commissioner of Indian Affairs, together with accompanying papers, being in reply to resolution of the House of Representatives, dated the 21st ultimo, calling for information in relation to the defalcation of C. C. Hutchinson, late United States agent for the Ottawa tribe of Indians, and addressed to the Commissioner of Indian Affairs.

You will also find inclosed copy of a letter from Hon. Geo. S. Boutwell, late Secretary of the Treasury, dated January 25, 1872, with copy of letter inclosed from J. H. Robinson, assistant solicitor of the Treasury, dated January 24, 1872, in which he recommends the acceptance of the terms of compromise offered by late Indian Agent C. C. Hutchinson, in full satisfaction of the claim of the Government against him, and copy of letter from Hon. C. Delano, late Secretary of the Interior, in reply to the same.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The SPEAKER of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 26, 1876.

SIR: I have the honor to acknowledge the receipt of a resolution of the House of Representatives, of date February 21, 1876, calling for

information in relation to the defalcation of C. C. Hutchinson, late United States agent for the Ottawa tribe of Indians.

To enable a full understanding of the case, I have the honor to submit the following statement:

By the provision of a treaty, concluded August 30, 1831, (Stats., vol. 7, p. 359,) the United States granted to the "Ottawa Indians of Blanchard's Fork and Roche de Bœuf," seventy-four thousand acres of land, in what is now the State of Kansas. June 24, 1862, a treaty was concluded with the Ottawas, by the provisions of which their reservation was to be disposed of as follows: 1. An allotment was to be made to each person or members of the tribe, and to certain individuals therein named. 2. After such selections or allotments had been made, twenty thousand acres of average lands were to be set apart for the purpose of endowing a school for the benefit of the Ottawas, in addition to one section of land upon which the school was to be located. 3. The remainder of the reservation was to be sold by the United States Indian agent to actual settlers at not less than \$1.25 per acre, in the manner provided by the ninth article of the treaty.

C. C. Hutchinson was, at the date of this treaty, and for several years afterwards, United States agent for these Indians, and sold a large quantity of their lands as provided in said ninth article, and received the price therefor. At the date of his retirement from the service as such agent, the accounts of Mr. Hutchinson showed his indebtedness to the Government to be \$33,958.69, of which amount the sum of \$30,603.94 was received from the sale of lands under the ninth article of the treaty. August 14, 1867, the subject was referred to the Treasury Department, with a view to having suit instituted against Mr. Hutchinson and his bondsman, the amount of whose bond, however, was only \$20,000. Suit was instituted in the United States district court for Kansas for the sum of \$41,993.71, being the amount of the deficiency with interest.

Hutchinson procured a receipt, copy herewith, under date of April 15, 1869, from the duly-accredited delegates of the Ottawa tribe of Indians, they being, according to statement of Superintendent Hoag, empowered by the tribe to give such receipt, for the sum of \$41,993.71, alleged to be due from him, wherein the Indians acknowledged the sum named to have been expended by Hutchinson for their benefit in the erection of school-buildings, improvements of their lands, and for other beneficial purposes, and that the same is in full of all demands against the United States or said Hutchinson on account of the trust, school, or other moneys of said tribe received by Hutchinson as agent and hitherto unaccounted for.

The suit, according to Mr. Hutchinson's representations, was decided in his favor, on the ground that inasmuch as the proceeds of the sale of these lands were to inure to the benefit of the Ottawa Indians, they had the right to direct the appropriation thereof while in his hands.

A new trial, he asserts, was granted upon motion of the United States district attorney, upon the ground the receipt presented by him had not been acted upon by the Secretary of the Interior.

Instructions were sent to Superintendent Hoag, September 31, 1869 to investigate all the facts and circumstances under which the receipt was given, and endeavor, if possible, to satisfy his mind whether there were grounds for the presumption of fraud in connection with the transaction. January 13, 1870, Superintendent Hoag reported (copy herewith) that he had made the examination as directed, and failed to find any evidence of fraud on the part of Hutchinson, and recommended the

acceptance of the receipt in question by the Government, in full satisfaction of all demands against Mr. Hutchinson.

The report of Superintendent Hoag was referred to the Department, and, under date of March 12, 1870, Hon. J. D. Cox, then Secretary of the Interior, decided that, "assuming the whole amount for which Hutchinson is in default has been in fact expended, as he declares it to have been, either for the benefit of the school or in some other form directly for the benefit of the Indians, I am still unable to see how it is possible for this Department to recognize the expenditures so made as forming any part of a legal settlement of his accounts with the Government. * * * As a question of settlement with the Indians, I am obliged to conclude that the acceptance of such a paper (the receipt above mentioned) as a valid voucher in the hands of an agent of the United States would be every way contrary both to the laws for settlement and disbursement of moneys put into the hands of agents, or coming into them by authority of law, and would also be contrary to every sound rule of policy in regard to the dealings of agents with Indian tribes, opening the door to so great abuses as to make it impossible for the Department to accept such a mode of settlement."

Copies of this decision were furnished to the parties interested, since which time the records of this Office afford no information of further action in this case, except an entry upon refunding requisition No. 433, showing a deposit by Hutchinson of \$1,000 in full satisfaction of the claim of the United States against him, according to letter of the Assistant Solicitor of the Treasury of February 19, 1872. It is my understanding that this payment of \$1,000 was the result of a compromise of the suit, made by the Department of Justice, by which, in consideration of such payment by Hutchinson, the suit against him was discontinued and his accounts settled by the Treasury Department.

Whether this compromise was effected at the instance or with the then Secretary of the Interior, I am unable from any official data in this Office to state. The resolution of the House of Representatives is herewith inclosed.

I have the honor to be, very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
Lawrence, Kans., Firstmonth 13, 1870.

Hon. E. S. PARKER, *Commissioner:*

In response to Office letter of November 12, 1869, giving me instructions additional to those contained in Office letter of 3d September, 1869, in conducting the investigation of the affairs of the Ottawa University, &c., I have to say:

The testimony given in the investigation, under the instructions in letter first above referred to, is so interwoven with that of the general matters of the Ottawa Indians, as appears in transcript of said investigation marked "B," that I find it necessary to glean from it what is therein adduced in reference to the case of C. C. Hutchinson.

I have not only carefully examined the signers of said receipt referred to in Office letter of November 12, 1869, and under oath, but, from personal interviews with them and others in whom I have confidence, I have failed to find evidence of fraud on the part of the said C. C. Hutchinson.

This receipt was given by the duly-accredited delegates of the Ottawa tribe of Indians, they being empowered so to do, to said Hutchinson on the 15th of April, 1869.

The whole tribe are familiar with the facts, and I have not learned that any member thereof is in any respect dissatisfied, but, on the contrary, all desire and urge its acceptance by the Government. In confirmation of which, regarding the Ottawa Indians now in the Indian Territory, I herewith inclose their letter, (copy marked "R.") I would further call attention to the sworn statements of Judge Wind, Chief Wilson, and William Hurr, found on first and following pages of transcript herewith.

Considering the lapse of time since said receipt was given, and the efforts that have been made to induce the Ottawa Indians to retract the same, it would be reasonable to suppose that some of them would manifest disapprobation if they regarded the procuring of said receipt from the accredited representatives as fraudulent or unjust.

That C. C. Hutchinson was extravagant in his expenditures, and loose and unguarded in the management of his business and of the trust confided to him, is quite evident, but it does not appear that in the disposition of his funds he appropriated any part thereof to his personal benefit or use, or that they were expended elsewhere than in the disbursements as represented in his testimony and in that of the Indians.

As soon as his difficulties became public he made his bondsmen secure by deed, in fee-simple, to all his estate, and this voluntarily; the greater part of which real estate being held in the name of his wife. By the laws of this State he could have kept it, or any part thereof, for his own benefit, had he been so disposed.

All the land so conveyed was owned by him before he sold any of the Ottawa "trust" or "school" lands, as will appear by reference to affidavits herewith, marked, respectively, "S," "T," "V," and "W." Some consideration should be given to the nature of his bond, filed with plea of Wilson Shannon, herewith, in behalf of said Hutchinson, which was to "be executed in the sum of \$10,000," but which C. C. Hutchinson voluntarily increased to \$20,000 over the signatures of four of our best citizens. In this he was bound to "carefully discharge the duties of his office, and faithfully expend all public money, and honestly account for the same, and for all public property which should come into his hands, without fraud or delay."

It further appears from letters of Commissioner Taylor of March 3, 1869, filed also with plea of Wilson Shannon, that "no instructions were ever issued to Mr. Hutchinson; he was left to act under the provisions of the treaty of 1862."

The influences surrounding him, his confiding nature, and the very strong assurances of liberal aid from friends east, both to him and to I. S. Kellogg, and upon whom they confidently relied to a large extent, induced the diversion of funds from their proper channel, as the evidence conclusively shows. The evidence further fully shows that the Indians, while in Washington, acting for and in behalf of the tribe, had full authority to give said receipt; that the Ottawas were, and still are, satisfied therewith; and in its acceptance the Government sustains no loss.

I therefore recommend the acceptance of the receipt in question, \$41,993.71, by the Government, as requested by the Ottawa tribe of Indians.

I also inclose herewith, as bearing upon this case, affidavits marked, respectively, "X," "Y," and "Z."

All of which is respectfully submitted.

ENOCH HOAG,
Superintendent Indian Affairs.

Whereas C. C. Hutchinson, as special agent of the United States for the Ottawa tribe of Indians of Blanchard's Fork and Roche de Boeuf, did at various times have placed in his hands as such agent, and as such agent did receive, for the use and benefit of said tribe of Ottawa Indians, certain sums of money;

And whereas the sum of \$41,993.71 of said sums of money have not been accounted for by the said Hutchinson, in the usual and ordinary channels of account of the Government;

And whereas it satisfactorily appears that the said last-mentioned sum of money was by the said Hutchinson expended and used for the benefit of the said Indian tribe in the erection of school-buildings, in the improvement of their lands, and for other beneficial purposes:

Now, therefore, we, John Wilson, chief; William Hurr, and James Wind, members of the said tribe, and delegates thereof duly authorized and empowered hereto, do hereby acknowledge to have received of the United States of America, by the hand of C. C. Hutchinson, special agent as aforesaid, the said sum of \$41,993.71, in full of all demands against the United States or said Hutchinson on account of trust, school, or other moneys of said tribe, received by the said Hutchinson as said special agent, and hitherto unaccounted for.

Dated this 15th day of April, A. D. 1869.

his
JOHN + WILSON, Chief.
mark.
WILLIAM HURR.
JAMES WIND.

Witnesses:

WILLIAM HURR,
United States Interpreter.
W. P. DOLE.
STEPHEN A. DOLE.

TREASURY DEPARTMENT, *January 25, 1872.*

SIR: I have the honor to inclose herewith a letter from the Solicitor of the Treasury, Department of Justice, in which he recommends the acceptance of the terms of compromise offered by late Indian Agent C. C. Hutchinson, in full satisfaction of the claim of the Government against him, and would invite your attention thereto and approval thereof if the terms appear to you to be acceptable.

Please return the papers with your reply, and oblige,

Very respectfully, your obedient servant,

GEO. S. BOUTWELL,
Secretary.

Hon. C. DELANO,
Secretary of the Interior.

DEPARTMENT OF JUSTICE,
OFFICE OF THE SOLICITOR OF THE TREASURY,
Washington, D. C., January 24, 1872.

SIR: Herewith I submit the proposal of C. C. Hutchinson, late agent for the Ottawa Indians of Blanchard's Fork and Roche de Boeuf, Kansas, to pay to the United States the sum of \$1,000, and all costs, in full satisfaction of the claim of the Government against him as such agent, now in suit in the United States district court for Kansas.

I submit, also, the ten exhibits referred to in said proposal, and the report of the United States district attorney, in charge of the claim, on said proposal, recommending acceptance.

The facts are briefly these: During the agency of said Hutchinson, he sold certain lands, which had been donated to the Indians for the purposes of the Ottawa University, and instead of paying the proceeds into the Treasury, as he should have done, he applied said proceeds directly to the building and furnishing of said university, and took from the Indian authorities their receipt for the same to amount of \$41,993.71. When this receipt was presented as a voucher, it was of course rejected by the accounting-officers, and suit was ordered for recovery of said sum from Hutchinson and his sureties. This was the only item in dispute; all the other accounts of said agent were satisfactorily adjusted.

Suit was accordingly commenced against Hutchinson and his sureties in 1869, and verdict and judgment were against the United States and in favor of said defendants. An order for a new trial was afterwards obtained, and the case is pending now for trial in district court of Kansas.

The Commissioner of Indian Affairs referred the whole matter to Superintendent Hoag, of Kansas, for investigation and report, who, after carefully examining the matter, taking affidavits and testimony of all parties interested on both sides, reported that although the agent had expended the funds in an illegal and improper manner, yet he had applied it all to the benefit of the Indians, for whom it was intended, and had not appropriated any part of it to his own use; that the Indians who gave the receipt had full authority on behalf of the tribe to give said receipt; and that the Ottawas were, and still are, satisfied therewith; and that by accepting said receipt the Government sustains no loss. He therefore recommended "the acceptance of the receipt in question—\$41,993.71—by the Government, as requested by the Ottawa tribe of Indians."

I therefore concur in the recommendation of the United States attorney, that the proposal be accepted, for the reasons stated by him and by Superintendent Hoag, as well as because there is much doubt as to recovery in the pending suit.

Please return the original papers with your reply.

Very respectfully,

J. H. ROBINSON,
Assistant Solicitor of the Treasury.

The Hon. the SECRETARY OF THE TREASURY.

DEPARTMENT OF THE INTERIOR,
Washington, January 26, 1872.

SIR: I have the honor to return herewith the papers inclosed with your letter of the 25th instant, relating to the compromise offered by late

Indian Agent C. C. Hutchinson, in full satisfaction of the claim of the Government against him.

In view of the troublesome legal question suggested by the United States district attorney of Kansas, I shall be entirely satisfied with whatever your Department shall deem proper in the premises.

Very respectfully, your obedient servant,

C. DELANO,
Secretary.

Hon. GEORGE S. BOUTWELL,
Secretary of the Treasury.

○

GENEVA AWARD.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Correspondence between the Bank of England and the Treasury Department relative to transfer of proceeds of certain United States bonds, and correspondence between the British government and the State Department relative to the mode of transfer to this country of \$15,500,000 awarded at Geneva.

MARCH 3, 1876.—Referred to the Committee on Ways and Means and ordered to be printed.

To the House of Representatives :

In answer to the resolution of the House of Representatives of the 21st ultimo, I transmit herewith a report from the Secretary of State, and accompanying papers, together with a report from the Secretary of the Treasury.

U. S. GRANT.

WASHINGTON, March 3, 1876.

DEPARTMENT OF STATE,

Washington, March 3, 1876.

The Secretary of State, to whom was referred such part of the resolution of the House of Representatives of the 21st ultimo as requests copies of any correspondence between the British government and the State Department of the United States, in relation to the mode of transferring to this country the sum of \$15,500,000 awarded at Geneva, has the honor to transmit herewith certain correspondence giving the information called for by said resolution, with copies of the correspondence and papers showing the payment to the United States of the amount in question, the form of receipt given therefor, and the disposition made of such amount.

Respectfully submitted.

HAMILTON FISH.

List of papers.

- (1.) Sir Edward Thornton to Mr. Fish, June 19, 1873.
- (2.) Mr. Fish to Mr. Richardson, June 19, 1873.
- (3.) Mr. Richardson to Mr. Fish, June 20, 1873.
- (4.) Mr. Fish to Sir Edward Thornton, June 24, 1873.
- (5.) Sir Edward Thornton to Mr. Fish, June 19, 1873.
- (6.) Mr. Fish to Sir Edward Thornton, June 26, 1873.
- (7.) Sir Edward Thornton to Mr. Hunter, September 8, 1873.
- (8.) Mr. Richardson to Mr. Davis, September 8, 1873.
- (9.) Mr. Davis to Sir Edward Thornton, September 8, 1873.
- (10.) Certificate of deposit of the Treasurer of the United States.
- (11.) Form of receipt given by the Secretary of State.
- (12.) Mr. Fish to Mr. Richardson, September 9, 1873.
- (13.) Form of receipt given to the Secretary of State by the Secretary of the Treasury.
- (14.) Mr. Richardson to Mr. Fish, September 9, 1873.
- (15.) Mr. Fish to Mr. Richardson, September 9, 1873.
- (16.) Form of receipt given to the Treasurer of the United States by the Secretary of State.

(1.)

Sir Edward Thornton to Mr. Fish.

WASHINGTON, June 19, 1873.

SIR: In compliance with an instruction which I have received from Lord Granville, I have the honor to state that Her Majesty's government has considered that one of the modes by which gold might be provided for the payment of the Alabama indemnity would be the purchase, in Europe, of those United States bonds which have been notified for redemption in gold by the Government of the United States before the 14th of September next.

In case this mode should be employed, Lord Granville has instructed me to inquire whether the Hon. Alexander G. Cattell, who is now in England, or any other person, is authorized, or can be authorized by the Secretary of the Treasury, to certify on behalf of the Government of the United States that the bonds presented to Her Majesty's government by the contractors who have engaged to furnish them, correspond in series, numbers, amounts, and description with the bonds notified by the Government of the United States for redemption in gold, at Washington, on the 6th of September next.

I shall feel much obliged if you will enable me to send an answer to Lord Granville upon this point as soon as it may be in your power to do so.

I have, &c.,

EDWD. THORNTON.

(2.)

Mr. Fish to Mr. Richardson.

DEPARTMENT OF STATE,

Washington, June 19, 1873.

SIR: I have the honor to invite your attention to the inclosed copy of a note of this date from the British minister, relating to the provision

to be made by that government for the payment of the Alabama indemnity, and to request that you will enable me at your earliest convenience to furnish Sir Edward Thornton with the information desired by him.

I have the honor to be, sir, your obedient servant,

HAMILTON FISH.

Hon. WM. A. RICHARDSON,
Secretary of the Treasury.

[Inclosure.]

Sir Edward Thornton to Mr. Fish, June 19, 1873.

(3.)

Mr. Richardson to Mr. Fish.

TREASURY DEPARTMENT,
Office of the Secretary, June 20, 1873.

SIR: I have the honor to acknowledge the receipt of your letter of the 19th instant, covering a communication from the British minister, making inquiries as to the authority of Hon. Alexander G. Cattell to certify to certain facts therein specified, to which I respectfully submit the following reply:

The Hon. Alexander G. Cattell, now in London, has copies of the "circular issued by the Secretary of the Treasury on the 6th day of June current, for the redemption of twenty million five-twenty bonds of the United States on the 6th day of September next, from which he may certify on behalf of this Department that any bonds presented to him in London correspond in series, numbers, amounts, and description with the bonds notified by the Government of the United States for redemption in gold, at Washington, on the 6th of September next."

I may add that Mr. Cattell, and Mr. John P. Bigelow, chief of the Loan Division of this Department, are authorized to receive in London any "called bonds" of the United States and matured coupons, in behalf of the Treasury Department, under full instructions, which Mr. Cattell will explain.

I have the honor to be, sir, your obedient servant,

WM. A. RICHARDSON,
Secretary.

Hon. HAMILTON FISH,
Secretary of State.

(4.)

Mr. Fish to Sir Edward Thornton.

DEPARTMENT OF STATE,
Washington, June 24, 1873.

SIR: I have the honor to acknowledge the receipt of your note of the 19th instant, informing the Department that Her Majesty's government has considered that one of the modes by which gold might be

provided for the payment of the Alabama indemnity would be the purchase, in Europe, of those United States bonds which have been notified for redemption in gold by the Government of the United States before the 14th of September next.

In reply to the inquiry made by you, at the instance of Lord Granville, as to whether certain authority may be given by the Secretary of the Treasury to the Hon. Alexander G. Cattell, or any other person, to certify to the bonds to which your note refers, I have now to inclose a copy of a letter of the 20th instant upon the subject, from the Secretary of the Treasury.

I have the honor to be, with the highest consideration, sir, your obedient servant,

HAMILTON FISH.

(5.)

Sir Edward Thornton to Mr. Fish.

WASHINGTON, June 19, 1873.

SIR: In compliance with an instruction which I have received from Earl Granville, I have the honor to transmit herewith, for your confidential information, copy of an agreement which has been come to between the lords commissioners of Her Majesty's treasury and certain banking-houses of London, mentioned therein, for the remittance of the Alabama indemnity-money, which has to be paid at Washington on or before the 14th of September next.

Lord Granville has at the same time instructed me to state that the lords of the treasury desire, for obvious reasons, that the communication of the arrangement should be considered confidential, and that he hopes that you will hold it to be so.

I have, &c.,

EDWD. THORNTON.

An agreement, made this 30th day of May, 1873, between the commissioners of Her Majesty's treasury, by their secretary, of the first part, Messrs. I. S. Morgan & Co., of Old Broad street, in the city of London, merchants, of the second part, Messrs. Morton, Rose & Co., of Bartholomew Lane, also in the said city, merchants, of the third part, Messrs. Jay Cooke, McCulloch & Co., of Lombard street, in the said city, bankers, of the fourth part.

Whereas the said parties hereto, of the second, third, and fourth parts, hereinafter called the contractors, have proposed to the governor and company of the Bank of England, acting as agents and on behalf of the parties hereto of the first part, to lay down in Washington the funds necessary to provide for the payment of the fifteen million five hundred thousand dollars in gold coin, the amount payable by the British government to the Government of the United States of America, at Washington, on or before the 14th day of September, 1873, pursuant to the award of the 14th day of September, 1872, made by the tribunal of arbitration constituted by virtue of the first article of the treaty concluded at Washington on the 8th of May, 1871, between Her Majesty Queen Victoria and the United States of America:

Now it is hereby agreed, by and between the parties hereto, as follows; the contractors binding themselves and their respective firms, and the several members thereof, and each one and more of them, jointly and severally, that is to say:

1. The contractors will provide the sum of \$15,500,000, so that the same shall be available in gold coin on demand of the parties hereto of the first part, in Washington, on or before the 10th day of September, 1873.

2. The provision, by the contractors, of the \$15,500,000 mentioned in article 1 may be made by them at their option, in whole or in part, but subject to the condition hereinafter expressed, in any of the three following modes:

A. They may from time to time, and in such amounts as they may think fit, pay gold coin to the Treasurer of the United States in New York, to the credit of the British Government; the deposit-receipts to be handed by the contractors' agents to the agent in New York of the parties of the first part; or,

B. They may, instead of making such payment as last aforesaid, deposit from time to time money to the order of the British government, or their nominee, in either of the following banks in New York, viz: The Bank of Montreal, the Bank of British North America, the American Exchange Bank, and the Fourth National Bank, and in such other bank in the United States as may be approved of by the parties of the first part, provided that no larger sum in the aggregate than \$7,750,000 shall be deposited in all or any of the said banks, and the deposit shall be distributed among the banks in such proportions to each bank as the parties of the first part shall approve; the deposit-receipts to be handed by the contractors' agents to the agent in New York of the parties of the first part.

In the event of the contractors exercising the option of deposit, as above mentioned, it is expressly agreed that the British government will not withdraw any money so deposited before the 10th day of September, 1873, and the interest allowed by the Government of the United States, or by the banks, as the case may be, on the deposits shall belong to the contractors. But the said deposits shall be at the sole risk of the contractors, and they shall guarantee the due and punctual payment thereof, and any expense attending the withdrawal of the money deposited and the transfer or payment thereof to the Government of the United States at Washington shall be borne and paid by the contractor.

C. They may, in lieu of making such payment or cash-deposit, as before mentioned, hand over from time to time, on or before the 15th day of August next, in London, to the Bank of England, bonds of the United States Government, accompanied by a certificate of an agent of the said Government duly authorized for that purpose, to the satisfaction of the parties hereto of the first part that such bonds have been notified for repayment in gold coin in Washington on or before the 13th September, 1873, or, in lieu of such last-mentioned bonds and certificate, a certificate by an agent duly authorized, as aforesaid, that the said Government will pay the same in gold coin at the Treasury of the United States in Washington on or before the said 13th of September, 1873.

In the event of and to the extent that the contractors exercise the option given to them by this provision, they shall guarantee the due and punctual payments of the amounts mentioned in such bonds or certificates as aforesaid and at the time aforesaid, and the same shall be used in or toward payment of the said indemnity, and until so actually applied shall be at the sole risk of the contractors.

All expenses, losses, and risks incurred by the parties of the first part in using or attempting to use the said deposits, bonds, or certificates in payment or part payment of the said amount payable by the British government to the Government of the United States, shall be borne and paid by the contractors, and the amount thereof shall be finally ascertained and settled between the parties by the governor or deputy governor of the Bank of England for the time being.

3. The parties of the first part agree to pay in London to the contractors, or their nominee or nominees, on demand, the sum of 49½d. per dollar for every dollar which the contractors shall have provided, paid, or deposited under and in the manner or in any of the modes provided by the last preceding article.

4. The agent of the parties of the first part in New York shall telegraph every week (say on every Saturday) the amount of deposit-receipts which he has received from the contractors' agents, and the parties of the first part will, on receipt of such telegraphic advice, direct the Bank of England to place an equivalent amount at the rate aforesaid to the credit of the contractors.

5. Time shall be of the essence of this contract, and if, in the opinion and judgment of the parties of the first part, the contractors shall not, on or before the 15th day of August next, have made such progress in the providing the deposit of the aforesaid sum as in the judgment of the parties of the first part to insure the complete and perfect provision of the entire sum of \$15,500,000 in gold coin at Washington on or before the 10th day of September next, it shall be lawful for the parties of the first part, in their absolute discretion, at any time after the 15th day of August next, either to ship in gold or to purchase in gold coin in the United States, by the sale of bills of exchange or otherwise, such part of the said sum as shall not have been so provided and made available at Washington as aforesaid, and the contractors shall on demand pay to the said parties hereto of the first part all the costs, charges, damages, and expenses incurred by the said parties hereto of the first part in so doing or otherwise by reason of any default of the contractors in fulfilling this agreement, and the amount of the said costs, charges, damages, and expenses shall be finally ascertained and settled between the parties by

the certificate of the governor or deputy governor of the Bank of England for the time being.

6. The consent or act of the governor or deputy governor of the Bank of England in relation to any of the operations aforesaid shall be deemed to be given or done for and on behalf of the said parties hereto of the first part and by their authority.

Dated the 30th day of May, 1873.

I. S. MORGAN & CO.
MORTON, ROSE & CO.
JAY COOKE, McCULLOCH & CO.
ROBERT LOWE.
W. H. GLADSTONE.

(6.)

Mr. Fish to Sir Edward Thornton.

DEPARTMENT OF STATE,
Washington, June 26, 1873.

SIR : I have the honor to acknowledge the receipt of your note of the 19th instant, transmitting for my confidential information, in accordance with instructions received from Earl Granville, a copy of an agreement entered into between the lords commissioners of Her Majesty's treasury and certain banking-houses of London, mentioned therein, for the remittance of the Alabama indemnity-money, which has to be paid at Washington on or before the 14th of September next.

I have the honor to be, with the highest consideration, sir, your obedient servant,

HAMILTON FISH.

(7.)

Sir Edward Thornton to Mr. Hunter.

[Private.]

BRITISH LEGATION,
Washington, September 8, 1873.

MY DEAR SIR : Mr. Fish has promised that he will be here to-morrow, in order that I may hand over to him the indemnity awarded on account of the "Alabama claims." The payment will be made by certificates for gold coin deposited in the United States Treasury at Washington, and sub-treasury at New York, which are described in the inclosed paper.

I should feel much obliged to you if you could send the inclosed statement, confidentially, to the Treasury Department during to-day, in order that it may be examined and verified, so that when the certificates come to be handed over to-morrow, in accordance with the inclosed list, there may be no doubt of the correctness of the amounts said to be deposited, and for which the certificates will be delivered.

You will see that this is a mere matter of precaution.

Believe me, very truly yours,

EDWD. THORNTON.

Hon. WILLIAM HUNTER,
&c., &c., &c.

GENEVA AWARD.

7

Certificates for gold coin deposited in the United States Treasury, Washington, and the sub-treasury, New York, for providing for the payment of the "Alabama claims" award.

CERTIFICATES OF UNITED STATES TREASURY, WASHINGTON.

No. of certificate.	Date of certificate.	By whom deposited.	Amount.	When payable.	Indorsed.
1	July 7, 1873	Jay Cooke & Co.....	\$633,045 48	Sept. 6, 1873	Joint order of Her Majesty's minister at Washington and the acting consul-general at New York for the time being.
2	July 7, 1873	Morton, Bliss & Co.....	633,045 48	do	
3	July 7, 1873	Drexel, Morgan & Co.....	635,087 56	do	
4	July 11, 1873	Jay Cooke & Co.....	237,902 58	do	
5	July 11, 1873	Drexel, Morgan & Co.....	237,902 58	do	
6	July 11, 1873	Morton, Bliss & Co.....	238,923 62	do	
7	July 25, 1873	Jay Cooke & Co.....	120,482 85	do	
8	July 25, 1873	Drexel, Morgan & Co.....	118,440 77	do	
9	July 25, 1873	Morton, Bliss & Co.....	118,440 77	do	
10	Aug. 1, 1873	Jay Cooke & Co.....	81,683 29	do	
11	Aug. 1, 1873	Drexel, Morgan & Co.....	86,788 49	do	
12	Aug. 1, 1873	Morton, Bliss & Co.....	86,788 49	do	
13	Aug. 5, 1873	Jay Cooke & Co.....	91,893 70	do	
14	Aug. 5, 1873	Drexel, Morgan & Co.....	91,893 70	do	
15	Aug. 5, 1873	Morton, Bliss & Co.....	91,893 70	do	
16	Aug. 9, 1873	Jay Cooke & Co.....	204,769 77	do	
17	Aug. 9, 1873	Drexel, Morgan & Co.....	204,769 77	do	
18	Aug. 9, 1873	Morton, Bliss & Co.....	204,769 77	do	
19	Aug. 9, 1873	Jay Cooke & Co.....	32,784 00	do	
20	Aug. 9, 1873	Drexel, Morgan & Co.....	32,783 00	do	
21	Aug. 9, 1873	Morton, Bliss & Co.....	32,783 00	do	
22	Aug. 15, 1873	Jay Cooke & Co.....	287,798 56	do	
23	Aug. 15, 1873	Drexel, Morgan & Co.....	287,798 56	do	
24	Aug. 15, 1873	Morton, Bliss & Co.....	287,900 67	do	
25	Aug. 22, 1873	Drexel, Morgan & Co.....	407,089 09	do	
26	Aug. 23, 1873	Jay Cooke & Co.....	84,136 22	do	
27	Aug. 23, 1873	Drexel, Morgan & Co.....	84,136 22	do	
28	Aug. 23, 1873	Morton, Bliss & Co.....	85,136 22	do	
29	Aug. 23, 1873	Jay Cooke & Co.....	79,028 58	do	
30	Aug. 23, 1873	do.....	79,028 58	do	
31	Aug. 23, 1873	do.....	78,977 52	do	
32	Aug. 26, 1873	Drexel, Morgan & Co.....	200,940 89	do	
33	Aug. 27, 1873	Jay Cooke & Co.....	46,967 89	do	
34	Aug. 30, 1873	do.....	177,105 63	do	
35	Sept. 1, 1873	do.....	148,306 22	do	
36	Sept. 2, 1873	do.....	315,195 39	do	
37	Sept. 4, 1873	Drexel, Morgan & Co.....	202,421 40	do	
38	Sept. 4, 1873	Jay Cooke & Co.....	239,740 45	do	
Total.....			7,308,580 46		

CERTIFICATES OF UNITED STATES SUB-TREASURY, NEW YORK.

No. of certificate.	Date of certificate.	By whom deposited.	Amount.	When payable.	Indorsed.
1	July 3, 1873	Morton, Bliss & Co	\$250,000 00	New York, on demand..	Joint order of Her Majesty's minister at Washington and the acting consul-general at New York for the time being.
2	July 9, 1873	Drexel, Morgan & Co	250,000 00	do	
3	July 26, 1873	do	250,000 00	do	
4	Aug. 2, 1873	Jay Cooke & Co	250,000 00	do	
5	Aug. 2, 1873	do	250,000 00	do	
6	Aug. 2, 1873	Morton, Bliss & Co	250,000 00	do	
7	Aug. 2, 1873	Drexel, Morgan & Co	250,000 00	do	
8	Aug. 9, 1873	Morton, Bliss & Co	250,000 00	do	
9	Aug. 16, 1873	Drexel, Morgan & Co	250,000 00	do	
10	Aug. 16, 1873	do	250,000 00	do	
11	Aug. 20, 1873	Morton, Bliss & Co	250,000 00	do	
12	Aug. 20, 1873	do	250,000 00	do	
13	Aug. 23, 1873	Drexel, Morgan & Co	250,000 00	do	
14	Aug. 23, 1873	do	250,000 00	do	
15	Aug. 23, 1873	Jay Cooke & Co	250,000 00	do	
16	Aug. 23, 1873	do	250,000 00	do	
17	Aug. 26, 1873	Morton, Bliss & Co	250,000 00	do	
18	Aug. 26, 1873	do	250,000 00	do	
19	Aug. 28, 1873	do	250,000 00	do	
20	Aug. 28, 1873	do	250,000 00	do	
21	Aug. 30, 1873	Jay Cooke & Co	250,000 00	do	
22	Aug. 30, 1873	do	250,000 00	do	
23	Sept. 1, 1873	Drexel, Morgan & Co	250,000 00	do	
24	Sept. 1, 1873	do	250,000 00	do	
25	Sept. 2, 1873	do	250,000 00	On demand	
26	Sept. 2, 1873	Morton, Bliss & Co	250,000 00	do	
27	Sept. 2, 1873	do	500,000 00	do	
	(No. 1.)				
28	Sept. 4, 1873	do	500,000 00	do	
	(No. 2.)				
29	Sept. 4, 1873	Drexel, Morgan & Co	500,000 00	do	
	(No. 3.)				
30	Sept. 6, 1873	Morton, Bliss & Co	191,419 54	do	
	(No. 1.)				
Total			8,191,419 54		

Total amount of certificates of United States Treasury, Washington	Gold dollars. \$7,308,580 46
Total amount of certificates of United States sub-treasury, New York	8,191,419 54
Gold	15,500,000 00

(8.)

Mr. Richardson to Mr. Davis.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
September 8, 1873.

SIR: I have the honor to return herewith the private letter of Sir Edward Thornton to you, together with a list of coin-certificates issued by this Department and now held by him. The list of certificates appears to be correct and to conform to the records of the Treasury Department. Will you please to say to Sir Edward Thornton, unofficially, that at the request of the bankers in New York, to whom these certificates were issued, and for the purpose of facilitating the business, one single certificate for fifteen and a half millions of dollars has been prepared, payable to the order of these bankers and by them indorsed to Sir Edward, with the view of delivering it to him in exchange for these sixty-eight certificates which he now holds. If he will surrender to me

the last-named certificates to-morrow, (Tuesday morning,) I will deliver to him the single certificate, which he can pass over to the Secretary of State.

Very respectfully, your obedient servant,

WM. A. RICHARDSON,
Secretary.

Hon. J. C. B. DAVIS,
Acting Secretary of State.

(9.)

Mr. Davis to Sir Edward Thornton.

DEPARTMENT OF STATE,
Washington, September 8, 1873.

SIR: I have submitted your private letter of this date to the Secretary of the Treasury, who informs me that the list therein inclosed appears to be correct and to conform to the records of the Treasury.

For your better information, I give you herewith a copy of the Secretary's letter.

I am, &c.,

J. C. B. DAVIS.

(10.)

Certificate of deposit of the Treasurer of the United States.

[Act of March 3, 1863.]

15,500,000.]

[15,500,000.

It is hereby certified that fifteen million five hundred thousand dollars have been deposited with the Treasurer of the United States.

No. 1.]

[No. 1.

Payable in gold, at his office, to Drexel, Morgan & Co., Morton, Bliss & Co., Jay Cooke & Co., or their order.

Washington, September 9, 1873.

JOHN ALLISON,
Register of the Treasury.

Approved:

WILLIAM A. RICHARDSON,
Secretary of the Treasury.

F. E. SPINNER,
Treasurer of the United States.

Written across the face: "Treasury-seal stamped here."

[Indorsements.]

Pay to the joint order of H. B. M. minister or chargé d'affaires at Washington, and acting consul-general at New York.

DREXEL, MORGAN & CO.
MORTON, BLISS & CO.
JAY COOKE & CO.

Pay to the order of Hamilton Fish, Secretary of State.

EDWD. THORNTON,
Her Britannic Majesty's Minister.
E. M. ARCHIBALD,
Her Britannic Majesty's Consul General, New York.

(11.)

Form of receipt given by the Secretary of State.

The undersigned, Hamilton Fish, Secretary of State of the United States of America, hereby declares that he has this day received from the Right Honorable Sir Edward Thornton, Her Britannic Majesty's envoy extraordinary and minister plenipotentiary, and from Edward Mortimer Archibald, esquire, Her Britannic Majesty's consul-general at New York, agents of Her Majesty's government in this behalf, the sum of fifteen million five hundred thousand dollars in gold coin, being the whole amount of the gross sum awarded on the 14th of September, 1872, by the tribunal of arbitration, then sitting at Geneva, in accordance with the provisions of the seventh article of the treaty of May 8, 1871, between the said United States of America and Her Britannic Majesty.

In witness whereof the aforesaid Hamilton Fish, Secretary of State of the United States of America, has subscribed his name to this receipt in duplicate, and has caused the seal of the Department of State to be hereto affixed, at Washington, this ninth day of September, in the year of our Lord one thousand eight hundred and seventy-three.

(12.)

Mr. Fish to Mr. Richardson.

DEPARTMENT OF STATE,
Washington, September 9, 1873.

SIR: In compliance with the provisions of chapter 261 of the statutes enacted in the third session of the Forty-second Congress, approved on the 3d of March, 1873, I have the honor to inclose herewith a certificate of deposit in the Treasury of the United States for the sum of fifteen million five hundred thousand dollars in gold, received by me this day in payment of the sum of money awarded to the United States by the tribunal of arbitration at Geneva, to be paid by the government of Great Britain.

I have the honor to be, sir, very respectfully, your obedient servant,
HAMILTON FISH.

Hon. WILLIAM A. RICHARDSON,
Secretary of the Treasury.

(13.)

Form of receipt given to the Secretary of State by the Secretary of the Treasury.

TREASURY DEPARTMENT,
Washington, D. C., September 9, 1873.

Received of Hon. Hamilton Fish, Secretary of State, a coin-certificate for fifteen and a half millions, issued by the Treasurer of the United States, for which bonds of the funded loan are to be issued to the Secretary of State, in trust, to be held subject to the future disposition of Congress, as provided in the act approved March 3, 1873, chapter 261.

WILLIAM A. RICHARDSON,
Secretary of the Treasury.

(14.)

Mr. Richardson to Mr. Fish.

TREASURY DEPARTMENT,
Washington, D. C., September 9, 1873.

SIR: I have the honor to acknowledge the receipt of your letter of even date herewith, inclosing "a certificate of deposit in the Treasury of the United States for the sum of fifteen million five hundred thousand dollars in gold," received by you "this day in payment of the sum of money awarded to the United States by the tribunal of arbitration at Geneva, to be paid by the government of Great Britain," and which, according to the act of Congress approved March 3, 1873, chapter 261, is to be "used to redeem, so far as may be, the public debt of the United States," and for which an equal amount is "to be invested in five per cent. registered bonds of the United States, to be held subject to the future disposition of Congress."

I have invested the same in five per cent. registered bonds of the United States, in compliance with the provisions of said act, and I herewith inclose a five per cent. registered bond of the funded loan for fifteen million five hundred thousand dollars, payable to the "Hon. Hamilton Fish, Secretary of State, in trust, to be held subject to the future disposition of Congress."

I also inclose a receipt for the same, which please sign and return to me.

I have the honor to be, very respectfully, your obedient servant,
WM. A. RICHARDSON,
Secretary.

Hon. HAMILTON FISH,
Secretary of State, Washington, D. C.

(15.)

Mr. Fish to Mr. Richardson.

DEPARTMENT OF STATE,
Washington, September 9, 1873.

SIR: I have the honor to acknowledge the receipt of your letter of this date, transmitting a registered United States bond of the funded

loan of 1881, for the sum of fifteen million five hundred thousand dollars, and inclose herewith my receipt for the same.

I have the honor to be, sir, your obedient servant,

HAMILTON FISH.

Hon. WILLIAM A. RICHARDSON,
Secretary of the Treasury.

(16.)

Form of receipt given to the Treasurer of the United States by the Secretary of State.

TREASURY DEPARTMENT,
Washington, D. C., September 9, 1873.

Received from the Hon. F. E. Spinner, Treasurer of the United States, one bond of the denomination of fifteen million five hundred thousand dollars, (\$15,500,000,) acts July 14, 1870, and January 20, 1871, issued in the name of "Hon. Hamilton Fish, Secretary of State," in trust, to be held subject to the future disposition of Congress, as provided in the act approved March 3, 1873, chapter cclxi.

HAMILTON FISH,
Secretary of State.

TREASURY DEPARTMENT,
February 28, 1876.

SIR: Referring to a resolution of the House of Representatives, introduced on the 21st instant by Mr. Kelley, which requests copies of any correspondence between the Bank of England and the Treasury Department of the United States prior to December 1, 1873, in relation to the transfer of proceeds of United States bonds which were sold or about to be sold in London, I have the honor to inform you that there was no correspondence between the Bank of England and this Department of the nature referred to.

Very respectfully,

B. H. BRISTOW,
Secretary.

The PRESIDENT.

C

SURVEY OF LITTLE TENNESSEE RIVER.

LETTER

FROM THE

ACTING SECRETARY OF WAR,

TRANSMITTING,

In compliance with the river and harbor act of March 3, 1875, a report of Major McFarland, of the Corps of Engineers.

MARCH 7, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT, *March 3, 1876.*

The Acting Secretary of War has the honor to transmit to the House of Representatives, in further compliance with requirements of the river and harbor act of March 3, 1875, report of the Chief of Engineers and copies of reports of Maj. Walter McFarland, Corps of Engineers, of the results of an examination of Little Tennessee River, from the Chilhowee Mountains to the Georgia line, in Macon County, North Carolina; of French Broad River, from the Henderson County line to its junction with the Holston, Tennessee; and of Ocmulgee River, Georgia, between Macon and Covington, with the view to the improvement of the navigation of those streams.

GEO. M. ROBESON,
Acting Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., February 29, 1876.

SIR: In further compliance with the requirements of the river and harbor act of March 3, 1875, I beg leave to submit copies of reports to this Office of Maj. Walter McFarland, Corps of Engineers, of the results of an examination of Little Tennessee River, from the Chilhowee Mountains to the Georgia line, in Macon County, North Carolina; of French Broad River, from the Henderson County line to its junction with the

Holston, Tennessee; and of Ocmulgee River, Georgia, between Macon and Covington, with the view to the improvement of the navigation of those streams.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,
Brigadier-General and Chief of Engineers.

Hon. W. W. BELKNAP,
Secretary of War.

EXAMINATION OF THE LITTLE TENNESSEE RIVER FROM THE CHIL-
HOWEE MOUNTAINS TO THE GEORGIA LINE, IN MACON COUNTY, NORTH
CAROLINA.

UNITED STATES ENGINEER OFFICE,
Chattanooga, Tenn., February 7, 1876.

GENERAL: I have the honor to transmit herewith my report upon the examination of the "Tennessee River," (meaning the Little Tennessee River,) "from the Chilhowee Mountains to the Georgia line, in Macon County, North Carolina," ordered by act of Congress approved March 3, 1875.

The act of Congress directing this examination, like the act of June 23, 1874, directing an examination of the lower part of the same river, designated it as the Tennessee River, but, as in the preceding case, the language of the act indicated that it was the Little Tennessee that was meant, and not the Tennessee River proper.

Under act of Congress approved June 23, 1874, this river was examined from its mouth up to the Chilhowee Mountains, a distance of twenty-five miles, the examination terminating at the mouth of Citico Creek. The present examination was begun where the last one terminated, and was carried to Rabun Gap, Rabun County, Georgia, near the source of the Little Tennessee. Rabun Gap lies five miles south of the boundary-line between North Carolina and Georgia, and is one hundred and nine miles, by water, from the mouth of Citico Creek, the point of beginning of the examination. The boundary-line between North Carolina and Tennessee crosses the river twenty-four miles above the mouth of Citico Creek.

In this distance of one hundred and nine miles the river falls 1,480 feet, an average of $13\frac{1}{2}$ feet per mile. In its passage through the Smoky Mountains, from fifteen to thirty miles above the mouth of Citico Creek, its width varies from thirty to a hundred and fifty yards, and its fall, from 10 to 40 feet per mile. It is simply a mountain-torrent, with the shallows, pools, rapids, and falls which characterize such streams, and it is incapable of improvement. There are fertile farming lands near its headwaters, and in some parts of its valley; but the region through which it flows is a mountainous one of no great agricultural value, though rich in mineral resources awaiting development. This cannot take place until better means of transportation than those now existing are obtained, and as the river cannot be made useful for this purpose, it is probable that the solution of the question will be found in the construction of a railroad through Rabun Gap and the valley of the Little Tennessee, which offer no very serious obstructions to the accomplishment of such a work. Very bad mountain-roads are, at present, the only means of egress for the products of this region.

More detailed information concerning this examination will be found

in the report of Mr. Maurice Kingsley, assistant engineer, which is hereto appended.

Very respectfully, your obedient servant,

WALTER MCFARLAND,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

REPORT OF MR. MAURICE KINGSLEY, ASSISTANT ENGINEER.

CHATTANOOGA, August 22, 1875.

MAJOR: I beg to submit to you my report on the examination of the Little Tennessee River, from the Chilhowee Mountains to the Georgia State line.

I must preface this report by referring you to my report on the examination, in 1874, of this river from its mouth to the Chilhowee Mountains.

In it I stated that I saw no good reason for advising the improvement of the river above "Howard's old mill," five miles below the Chilhowee Mountains.

My examination this year of the river above the Chilhowee Mountains has in no wise changed this opinion; in fact, it has rather strengthened it. My reasons were, that steamboats did, and could without danger, get up to the mouth of Citico Creek, at the foot of Chilhowee, in the floods of winter, which is the freighting season for their staple product, corn; and that producers from the farms within five miles of that head of navigation could either wagon down their produce to that point, or await a tide that the steamboats could come up upon, as that produce did not warrant the large outlay of improving and maintaining these five miles of river.

I took as my initial point the mouth of Citico Creek, the end of last year's survey; whence the general course of the Little Tennessee River is southeast to south southeast through the Smoky range, across the State line of Tennessee and North Carolina, up to its source in the Blue Ridge in Georgia, the "divide" of the waters of the Gulf and Atlantic.

From the mouth of Citico Creek to the Harding farm, (fourteen miles,) the river passes through the foothills of the Chilhowee and the Smoky range, broken ridges and bluffs running down to within one-half or one-quarter of a mile of the river, and leaving that breadth of fine farming-land on either side of it. A two-hundred-acre farm of Judge Bright's, and the "Harding farm," of three hundred acres, are as fine farms as any on the Tennessee River.

In these fourteen miles there are three heavy shoals, of which the "Stretten Shoals" (three miles above Citico) form a sufficient bar to navigation; but there is fair water between them, the average fall per mile being $13\frac{1}{2}$ feet.

At the upper end of the Harding farm begins the Smoky range proper, and for the next fifteen miles, to "Rocky Point," the river plunges through a deep cañon formed by the spurs of Bald Mountain on the north, and Unakoi Mountain on the south, over a succession of bars and falls; the stream varying from thirty to one hundred and fifty yards broad; and the fall from ten to forty feet per mile. Of this, the worst part is the Narrows, just above the Harding farm, where, for three miles, the stream only averages forty yards across, between perpendicular walls of rock, and the fall is over thirty feet per mile.

From Rocky Point to the Forks of "Little Tennessee" (twenty-three miles) the spurs dwindle down gradually, the river becomes broader, and the fall drops to fifteen feet per mile. Civilization also re-appears and increases as one goes up the river.

The Tuckasage River, which joins the Little Tennessee at the Forks, brings about the same volume of water from the northern counties that the Little Tennessee brings from the southern, and from this point upland and river farms increase steadily in size and worth.

On Little Tennessee the country grows more open and prosperous for thirty-six miles, up to Franklin, a town of two hundred and fifty inhabitants, around which there is a broken plateau of fine farming country. The fall of the river for this thirty-six miles averages $13\frac{1}{2}$ feet per mile.

This upland farming country continues up to the Georgia State line, fourteen miles above Franklin, and thence five miles beyond to Rabun Gap in the Blue Ridge, the actual water-shed.

The whole distance from Citico to Rabun Gap is one hundred and nine miles, over which the river has an average fall of $13\frac{1}{2}$ feet per mile. The character of the river-bed from Citico to Franklin is virtually uniform; broad, flat layers of micaceous shales, granites, slates, &c., forming a succession of small falls of from one inch to one foot in height, while here and there a shoal of heavy broken bowlders, fallen from the cliffs above, makes a sudden shoot of water in a narrow place that no boat could steer in going down stream or warp herself up against in going up.

From Franklin to the State line the bottom of the river is composed of sand.

The rise of this year's flood, only exceeded by that of 1843, was, I was told, 16 feet; but I saw some places where it had risen from 22 to 25 feet.

In going up to Franklin the water was at its lowest stage, but on coming back the rains had swollen it to a four-foot tide, when, if possible, the chances of navigation looked worse than in low water.

The following is a table of elevations and distances. The elevations are obtained by barometer, and, as compared with those of Professor Guyot, are too high. This I account for by the heavy and disturbed state of the atmosphere during the examination.

Place.	Distance.	Altitude.		Fall per mile.
		Kingsley.	Guyot.	
	Miles.	Feet.	Feet.	Feet.
Mouth of Citico Creek	0	801		
Harding farm	14	936	880	9½
State-line, (Tennessee and North Carolina)	24	1,224	1,168	28½
Rocky Point	29	1,306		16½
Calhoun's	43	1,512		15
Forks of Tennessee	52			
Alaskee Creek	59	1,745		14
Nautabele Creek	62			
Franklin Ford	83½	2,055	1,920	13
Franklin, (one-half mile south of the river)	88	2,250		
State-line, (Georgia and North Carolina)	104	2,240		9½
Rabun Gap	109	2,281	2,168	10
Average fall per mile				13½

It is with regret that I report so adversely on the possibility of improving this river for navigation, as the country around it, from the Forks of Little Tennessee to Rabun Gap, is especially rich in mineral wealth, with no possible means of getting its products to market except by wagoning them for seventy-five miles over "impossible" roads, either to the Tennessee Valley or the State Railroad of Georgia.

As this is the only primitive formation southeast of the Rocky Mountains, and as its mineral wealth is very varied, it is of very great importance that it should be opened up. Its beds of "mica," both for size and quality, are equaled by none I have ever seen. Asbestos is found in large quantities. Agalmadalite, (soapstone,) for furnaces, tailor's chalk, &c. Corundum of various kinds, sapphires, garnets, rubies, beryl, and many other precious stones, including diamonds, as I saw one worth \$400 that was panned out there by some one washing for gold. Silicon for glass-making. Chlorite and albite. Pymolite and ghemite. The ores of "nickel." Plumbago, graphite, and lead ores. Blue, green, and yellow copper ores, and native copper. Fairly good silver-rock. Gold-rock and various gold-deposits. Magnetic and specular iron ores of peculiar richness. Brown hæmatite iron ore, manganese and chrome ores. Water-power unlimited, with untouched forests of oak, black walnut, ash, hickory, pine, maple, and poplar in closest proximity. And last, but not least, marbles, the true slate-marbles, of which there are nine shades, taking a polish that no limestone marble can equal. I saw specimens, polished for the Smithsonian Institute to send to the Centennial, of the following colors: pure white, black, black with pure white streaks, black finely mottled with dark grey, flesh color, flesh color with mauve veins and green veins, and grey. I consider the marble, mica, and iron-ores most valuable to this section of the country. The iron-ores especially so, as amongst them there are steel-making ores.

The farm-products of the country adjacent to these minerals are considerable. Haywood and Macon Counties last year thrashed about 280,000 bushels of wheat, and raised from five to six times that amount of corn. Their apple-crop is immense. About 5,000 head of fat cattle are sent into Georgia annually. Their tobacco-crop is sufficient for the home consumption, and grapes are now being raised with good success.

From this short *résumé*, it will be seen that the husbandries would support a large mining population, could its mineral wealth be exported.

Various railroad projects from the southeast have been started, centering on Rabun Gap, and one is running to within thirty miles of it; but they are all too poor to go on at present, as also is one from Knoxville, Tenn., to Anderson, S. C.

Rabun Gap is the lowest practicable one through these mountains, with good grades up to it from the Tennessee side, and fair grades down into South Carolina.

I give these items, as I have no hesitation in saying that this country must eventually be opened up by rail, and not by river. Meanwhile a mineral wealth, of untold value to the neighboring States, must lie idle.

I remain, yours respectfully,

MAURICE KINGSLEY.

Maj. WALTER MCFARLAND,
Corps of Engineers, U. S. A.

EXAMINATION OF "FRENCH BROAD RIVER FROM THE HENDERSON COUNTY LINE TO ITS JUNCTION WITH THE HOLSTON, TENNESSEE."

UNITED STATES ENGINEER OFFICE,
Chattanooga, Tenn., February 7, 1876.

GENERAL: I have the honor to transmit herewith my report upon the examination of the "French Broad River from the Henderson County line to its junction with the Holston, Tennessee," which includes the examination of the "French Broad River from the Holston to Leadvale, Tennessee," both examinations being ordered by act of Congress approved March 3, 1875.

The part of the French Broad River described in this title includes the part lying between the Holston River and Leadvale, an examination of which is ordered by a separate clause of the same act. An examination of this same part of the French Broad River was made under act of Congress approved July 11, 1870, and the report upon it is to be found in the Report of the Chief of Engineers for 1871, beginning at page 491.

This examination is in continuation of the examination of the "French Broad River from Brevard, N. C., to the Buncombe County line," ordered by act of Congress approved June 23, 1874, the report of which is to be found in the Annual Report of the Chief of Engineers for 1875, part 1, beginning at page 817. The line designated in the one act as the "Buncombe County line," and in the other as the "Henderson County line" is the dividing line of Buncombe and Henderson Counties, North Carolina, and crosses the French Broad at a point thirty-nine miles below Brevard, and about one hundred and eighty miles above its junction with the Holston River.

This whole distance of about two hundred and twenty miles is naturally divided by its topographical features into three sections.

1st. The upper section from Brevard to Asheville, a distance of fifty-five miles, with moderate fall:

	Distance.	Total fall.	Fall per mile.
	<i>Miles.</i>	<i>Feet.</i>	<i>Feet.</i>
Brevard to county-line	38.84	46.58	1.20
County-line to Asheville	16.42	70.93	4.32
	55.26	117.51	2.12

2d. The middle section, from Asheville to Leadville, a distance of seventy-four miles, in which the river breaks through the Unaka or Smoky Mountains; the fall varying from $2\frac{1}{2}$ feet per mile to 26 feet per mile; the total fall being 929 feet.

	Distance.	Total fall.	Fall per mile.
	<i>Miles.</i>	<i>Feet.</i>	<i>Feet.</i>
Asheville (Seniltes' Bridge) to Brush Creek	29.3	450	15.46
Brush Creek to Warm Springs	7.7	201	26.10
Warm Springs to Newport	31.0	263	8.50
Newport to Leadvale	6.0	15	2.50
Total	74.	929	12.55

3d. The lower section, from Leadvale to the mouth of the French Broad, a distance of about ninety miles, with a probable average fall of one foot to a mile.

The upper and lower sections may be improved for navigation by the construction of wing dams, the deepening of channels over bars and ledges, and the removal of drift, overhanging trees, &c.

The middle section can be fitted for navigation only by the construction of locks and dams.

ESTIMATE.

The estimated cost of improving that part of the upper section which extends from the Buncombe and Henderson County line to Asheville, as given by Assistant Engineer McCalla, whose report is transmitted herewith, is, omitting contingencies. \$59,790 00
The scattered character of the work would, however, raise the cost of rock excavation to not less than \$4 per cubic yard, which would increase the estimate

7,000 00

66,790 00

Adding 25 per cent. for superintendence and contingencies..... 16,697 50

83,487 50

Estimated cost for improving the part between Brevard and the Buncombe and Henderson County line, as given in the last annual Report of the Chief of Engineers

41,500 00

Total for upper section 125,000 00
for making a channel 30 inches deep at low water.

No estimate has been made for the improvement of the middle section, as it cannot be rendered navigable without the use of locks and dams; the total fall being 929 feet in a distance of seventy-four miles, for the passage of which more than 150 locks of 6 feet lift would be required. To make a proper estimate of the cost of such an improvement, a detailed survey of this section would have to be made at a heavy expenditure, for which there seems to be no justification in the present or the probable near future wants of this region.

The estimated cost of the improvement of the lower section, so as to permit the passage during the season of low-water of vessels drawing $2\frac{1}{2}$ feet, as given in the report of the Chief of Engineers for 1871, before referred to, is \$150,000.

By the census of 1870, the total population of the counties through which the French Broad River flows, namely, Transylvania, Henderson, Buncombe, and Madison, in North Carolina, and Cocke, Jefferson, and Sevier, in Tennessee, was found to be not quite 78,000. Knox County, Tennessee, in which the city of Knoxville lies, is not included in this enumeration, as it is entered by the French Broad only six or eight miles in an air-line from its mouth.

Of these counties, Transylvania, Henderson, Madison, and about one-half of Buncombe, with a population of 27,000, might be benefited by the improvement of the upper section. As the middle section, however, is impassable, and as no railroad has yet reached Asheville at the foot of the upper section, such an improvement would be of little value, and there appears to be no good reason why it should be undertaken.

The population of the counties lying along the middle section, namely, one-half of Buncombe and Madison, in North Carolina, and Cocke and one-half of Jefferson, in Tennessee, runs up to nearly 30,000.

The improvement of the lower section would benefit about one-half of Jefferson and Sevier Counties, population over twenty thousand, and the small part of Knox County which lies between Sevier and the mouth of the French Broad.

The entire river runs through a mountain region, with fertile though narrow valleys along its upper and lower sections. This mountain region abounds in undeveloped mineral wealth, which in the future may require the improvement of this river and of some of its large branches. At present, neither the amount nor the value of the products of the region under discussion would seem to justify any attempt at the improvement of its low-water navigation.

Further information in relation to this subject will be found in the report of Mr. R. C. McCalla, which is sent herewith, and in the reports of the Chief of Engineers for 1871, page 491, and for 1875, part 1, page 817.

Very respectfully, your obedient servant,

WALTER MCFARLAND,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

REPORT OF R. C. M'CALLA, ASSISTANT ENGINEER.

CHATTANOOGA, TENN., *September 1, 1875.*

SIR: I have the honor to submit the following report on the examination of the French Broad River, from the Henderson County line in North Carolina to Leadvale, Tenn., made in accordance with your instructions of July 16, 1875.

The French Broad (Tah-kee-ostee of the Cherokees, which means *Racing-water*) is one of the largest tributaries of the Tennessee, draining the western slope of the Blue Ridge from the Yellow Mountain, in Watauga County on the northeast, to the Balsam Mountains in the west, embracing that territory in North Carolina comprising the counties of Buncombe, Yancey, Madison, Henderson, Transylvania, and Haywood; and in Tennessee of Cocke, Greene, Jefferson, and Sevier Counties. Its principal source is in the Blue Ridge, in Transylvania County, opposite to the main source of the Saluda River in South Carolina. Its great tributaries are the Big Pigeon and Nolichucky, the former entering the French Broad, four miles, and the latter one mile above Leadville, a station on the Cincinnati, Cumberland Gap, and Charleston Railroad, at the crossing of the French Broad, twelve miles south of Morristown, the county site of Hamblen, situated on the East Tennessee and Virginia Railroad, forty-two miles east of Knoxville.

From the Henderson County line to Ashville, the examination was made by chaining, leveling, and sounding the river and noting carefully all obstructions; while from Ashville to Leadvale, the observations were conducted from within a canoe, and the distances and levels obtained by reference to the reports of railroad surveys, except from Newport to Leadvale, which are estimated.

The accompanying table gives all the information obtained in detail and the estimate for an improvement from the Henderson County line to Asheville, securing 30 inches extreme low water for the movement of small steamers.

The plan proposed is a system of rubble wing-dams, introduced to contract the waterway where necessary, so as to obtain the requisite depth of water.

Occasionally a bar or ledge can be removed cheapest by excavating a passage, whether it be composed of rock or gravel. In the construction of dams, the boat-channel is to be cleared of all loose rock and boulders, which should be utilized in the construction of the dams.

The dams to be located and constructed so as to obtain the greatest effect at the least cost. At several points the plan of the dam is that of a wing at head of shoal, thrown diagonally down stream for about two-thirds the distance across, and thence a tail-dam to the foot of shoal, and parallel (or approximately so) to the natural margin of the river, on the boat-channel side. At other points wing-dams only, placed at proper intervals apart, will best accomplish the objects sought; and again in places the removal of loose rock alone will provide a sufficient depth of water.

By reference to the table it will be seen that the principal obstructions are Long Shoals, the shoal near Rice's, shoal below Rice's, Hunter's Island Shoal, Shut-in Shoal, beginning at Foster Johnson's, and the shoal at Patton's old bridge-site. Long Shoals and Patton's Bridge are the most objectionable, and at these points in the upward passage warping, doubtless, will have to be resorted to. The first incline of Long Shoals

falls 3.93 feet in 633 $\frac{1}{2}$ yards. The second incline falls 6.67 feet in 958 $\frac{1}{2}$ yards. Patton's Bridge Shoal falls 6.63 feet in 880 yards. The fall from the Head Ripple of Long Shoals to Mrs. Norcock's is 43.4 feet in 7.43 miles, or an average nearly of 6 feet per mile.

The distance from the Henderson County line to Smith's Bridge, opposite Asheville, is 16.42 miles, with a fall of 71 feet, or 4 $\frac{1}{2}$ feet per mile nearly, the cost for improving which, upon the plan suggested, is shown in the following estimate:

4,250 cubic yards gravel and loose-rock excavation, at \$1.50 per cubic yard. . .	\$6,375
3,350 cubic yards loose-rock excavation, at \$2.50 per cubic yard.	8,375
1,500 cubic yards solid and boulder rock excavation, at \$3.50 per cubic yard. . .	5,250
14,316 cubic yards rubble wing-dams, at \$2.50 per cubic yard.	35,790
Removing drift from channels.	1,250
Removing timber from banks.	1,250
Cost from Tennent's Bridge to Swannanoa River.	1,500
	59,790
Engineering and contingencies.	12,000
Total cost from Henderson County line to Asheville.	71,790
Add estimate from Brevard to Buncombe County line.	29,687
Total cost from Brevard to Asheville=55.26 miles.	101,477

The details of the estimate for improving the French Broad, from Brevard to the Buncombe County line, will be found in the report on the same, of date February 15, 1875, together with a full description of the country and its resources, present and prospective, to which you are respectfully referred for all the information therein contained touching the proposed improvement of the Upper French Broad.

The French Broad River is naturally divided into three divisions, each with characteristics peculiar to itself. I would suggest Upper, Middle, and Lower as suitable names for the different divisions.

The upper division extends from its main source in the Blue Ridge, in Transylvania County, to Asheville, in Buncombe County. Its general course is very direct, bearing a little east of due north, and slowly diverging from a line parallel to the crest of the Blue Ridge. The country drained by this division falls gently, indeed almost imperceptibly, from this great mountain range. The small streams, even to the very base of the mountain, are low and marshy, reminding the observer of the low lands on the coast. Hence the little fall on most of this division, and the ease with which it may be improved for the passage of small steamers carrying from fifty to one hundred tons burden.

Fifty-five miles of this division, from Brevard to Asheville, are available for navigation, at a cost not exceeding the estimate, and the system proposed will better subserve the development of the agricultural and other interests of the country contiguous than a railroad, and for about one-seventh the cost.

However, the necessity for such an improvement must follow the completion of one or more railway lines to Asheville. This, doubtless, will be an accomplished fact at an early day, as one or more companies are now energetically engaged, even in these times of general depression, in pushing forward their lines.

It is proper and necessary to state, also, that this work, if embarked in, will subserve local interests almost exclusively, as the navigation of the Upper must be disconnected with that of the Lower French Broad for many years to come, except such connection as shall be afforded by the proposed (and partially built) railroad, from Morristown to Asheville.

The middle division, extending from Asheville to Leadvale, in Jefferson County, East Tennessee, seventy-four miles in length, flows in a direction northwest, cutting through the entire range of the Iron or Great Smoky Mountains. In the passage of so large a river through a range of country with such topographical features, the engineer would naturally expect to find a succession of shoals, rapids, and cascades, if not an occasional cataract. In this he would not be disappointed here, for such are the chief characteristics of the middle division of the French Broad, without the cataract feature, however.

The passage down this division was made in a canoe, manned by two men, except from near the mouth of Brush Creek to near the Warm Springs, over which the canoe had to be transported by wagon.

From Asheville to Newport, a distance of sixty-eight miles, the river is closely mountain-bound, abounding in vertical cliffs, bold projections, steep mountain-slopes, picturesque islands, and a number of small lateral streams, lined with laurel, white pine, hemlock, &c., full of shoals, and rapids, and cascades, which serve to conduct the drainage from the adjacent mountain lands into the main channel. At intervals, more or less remote, the precipitous slopes stand back, and a narrow belt of bottom intervenes to minister to the necessities of the small farmer, and with the wild game

which abounds, such as the deer and the bear, and numerous smaller animals, enables him to work out, seemingly, a comfortable living. Such is a fair picture of this part of the French Broad as viewed by the impartial observer. At General Vance's, Alfred Alexander's, and Warm Springs, good farms are found, producing the various farm and garden products bountifully.

From Paint Rock to Leadvale, a distance of thirty-one miles, the fall of the river is less abrupt, the valley gradually opens, and good bottom-lands are found in considerable bodies, in a fair state of development. The rolling or mountainous lands on either side of the French Broad from Asheville to Paint Rock, back from the river, are represented as fair farming-lands, producing corn, wheat, rye, and tobacco of good quality. For fruit (particularly the apple and grape) and grass culture they are peculiarly well adapted, and on many of the small tributaries of the river fine farming-valleys are said to be in a good state of cultivation.

The French Broad and its great and small tributaries, cutting through and rising in the Iron or Great Smoky Mountain range, naturally come in contact with thousands of acres of as fine iron-ores and other minerals as can be found, perhaps, in any similar extent of country in the United States.

These are penetrated by the Nolichucky and Big Pigeon Rivers, but a short distance above their mouths, and by the French Broad from Newport upward for some distance in the direction of Asheville. When the necessity arises, it will not be difficult or expensive to prepare these rivers for a safe downward flat-boat or barge transportation from the iron deposits to Leadvale, and thence onward to Knoxville, there to be utilized in the development of the varied and constantly increasing mechanical and industrial arts.

The table accompanying this report gives the distances and fall and rate of fall in feet per mile of the French Broad from Asheville to Leadvale.

It will be observed that the distance is seventy-four miles, with a fall of 929 feet, or an average fall of 12.55 feet per mile. The greatest fall per mile is on the 7.7 miles from Brush Creek to Warm Springs, where the average is 26.10 feet per mile. The least fall is from Newport to Leadvale, the average of which for six miles is only 2.5 feet per mile.

It is proper to state that a slack-water improvement is the only feasible one for this portion of the river, the dams of which would average about 600 feet in length, entered by a system of locks, which would have to overcome an elevation of 929 feet vertical. Such an improvement, on a river with resources so limited and undeveloped, with a railroad located upon its immediate banks and partially constructed, and which, doubtless, will be completed at an early day, is not, in my judgment, to be seriously contemplated; hence I have deemed it wholly unnecessary to prepare an estimate of its probable cost. Neither do I consider it necessary, at present, to make any further examinations or surveys of this division of the river.

Your order before referred to required me to "examine the French Broad River from the Henderson County line to its junction with the Holston," which is about six miles east of Knoxville. The fund available having been exhausted before I reached Leadvale, induced me to close without an "examination" of the Lower French Broad division.

In conclusion, it affords me pleasure to testify to the valuable services rendered during the progress of this work by Messrs. J. L. Neal, James M. McEntire, and S. L. McCalla. The latter two handled the canoe skillfully and fearlessly, through the long and dangerous descent of the rapids, thereby contributing largely to the success of the expedition.

Examination of the French Broad River, from the Henderson County line, in North Carolina, to Leadvale, Tennessee.

Names of shoals and places.	Distance in miles from Henderson County line.	Elevation in feet above tide-water.	Length of shoals and intermediate spaces in yards.	Fall of each shoal and space in feet.	Remarks.
Head of Buck Shoal	0.66	2,059.79	.....	.....	
Foot of Buck Shoal.....	0.45	2,057.45	366½	2.34	
Henderson County line	0.00	2,056.30	800	1.15	
Avery's Creek.....	0.57	.....	1,000	.....	
Ripple at Horse Ford	0.66	2,055.21	166½	1.09	150 feet long; gravel-excavation = 375 cubic yards.
Head ripple of Long Shoal ...	1.60	2,055.16	1,650	0.05	
Head, first plane of Long Shoal	1.74	2,054.19	250	0.97	750 feet long; gravel and loose rock = 1,250 cubic yards.
Foot, plane of Long Shoal.....	2.10	2,050.26	633½	3.93	1,900 feet long; loose rock wing-dam = 2,000 cubic yards.
Head, second plane and at mouth of Shoal Creek, Long Shoal.	2.73	2,048.53	1,108½	1.73	3,325 feet long; loose rock in channel = 500 cubic yards.
Foot, second plane of Long Shoal.	3.28	2,041.86	958½	6.67	2,875 feet long; loose rock wing-dam = 2,825 cubic yards.
Head of shoal, 500 yards below foot of Long Shoal.	3.56	2,040.99	500	0.87	1,500 feet long; loose rock in channel = 200 cubic yards.
Rice's Spring Branch	4.00	2,037.47	766½	3.52	2,300 feet long; loose rock in channel = 1,150 cubic yards.
Head of shoal, below Rice's....	4.21	2,036.55	366½	0.92	1,100 feet long; channel of sufficient depth.
Foot of shoal, below Rice's....	4.38	2,033.31	300	3.24	900 feet long; loose rock wing-dam = 1,066 cubic yards.
Head of shoal, at Hunter's Island.	4.92	2,033.31	600	0.00	1,800 feet long; channel of sufficient depth.
Foot of shoal, at Hunter's Island.	4.92	2,030.58	600	2.73	1,800 feet long; solid ledges and bowlder rock = 1,000 cubic yds.
Head of Shoal, at Eli Glenn's...	5.51	2,029.96	566½	0.62	1,700 feet long; channel of sufficient depth.
Foot of shoal, at Eli Glenn's ...	5.51	2,027.84	300	2.12	900 feet long; solid ledges and bowlders = 500 cubic yards.
Shut in	6.04	2,023.55	866½	4.29	2,600 feet long; loose rock wing-dam = 2,800 cubic yards.
Bent Creek	6.21	.....	300	.....	
Beginning of shoaly water, at Foster Johnson's.	6.33	2,022.80	200	0.75	1,500 feet long; channel of sufficient depth.
Shoaly water ends	7.46	2,015.12	1,988½	7.68	5,966 feet long; loose rock wing-dam = 3,000 cubic yards.
Head, Taylor's Ford Shoal	7.71	2,014.42	440	0.70	1,320 feet long; channel of sufficient depth.
Foot, Taylor's Ford Shoal.....	7.92	2,011.82	366½	2.60	1,100 feet long; loose rock formation = 1,000 cubic yards.
Mrs. Norcock's.....	8.09	.....	300	.....	900 feet long; channel of sufficient depth.
Julius Alexander's, bridge-site	9.09	2,009.51	1,760	2.31	5,280 feet long; channel of sufficient depth.
Head of shoal, Patton's Bridge	10.67	2,005.39	2,781	4.12	8,343 feet long; channel of sufficient depth.
Foot of shoal, Patton's Bridge	11.17	1,998.76	880	6.63	2,640 feet long; loose rock wing-dam = 2,625 cubic yards.
Tennent's Bridge	12.38	1,996.57	2,129	2.19	6,387 feet long; loose rock to remove = 500 cubic yards.
Head of shoal, Tennent's Fish-Trap.	13.14	1,994.94	1,337	1.63	
Foot of shoal, Tennent's Fish-trap.	13.14	1,993.97	1,337	0.97	From Tennent's Bridge to Swannanoa River; \$1,500 will remove all obstructions.
Head of shoal, Patton's Fish-trap.	13.98	1,992.54	1,478	1.43	
Foot of shoal, Patton's Fish-trap.	13.98	1,991.79	1,478	0.75	
Swannanoa River.....	14.76	1,991.00	1,373	0.79	
Smith's Bridge, opposite Asheville.	16.42	1,985.37	2,921	5.63	8,763 feet long; rock and gravel bars = 3,000 cubic yards.
Total	16.42	.....	.....	70.93	

RECAPITULATION.

	Miles.	Fall in feet.	Rate of fall per mile, in feet.
From Henderson County line to head ripple of Long Shoal.....	1.60	1.14	0.71
Head ripple of Long Shoal to foot of Taylor's Ford Shoal.....	6.32	43.34	6.86
Foot of Taylor's Ford Shoal to foot of Patton's Bridge Shoal.....	3.25	13.06	4.00
Foot of Patton's Bridge Shoal to mouth of Swannanoa River.....	3.59	7.76	2.16
Mouth of Swannanoa River to Smith's Bridge, at Asheville.....	1.66	5.63	3.39
Henderson County line to Smith's Bridge, at Asheville.....	16.42	70.93	4.32

Estimate for improving the French Broad River from the Henderson County line to Asheville, securing a channel in width of not less than 45 feet, and a depth of 30 inches, extreme low water.

4,250 cubic yards gravel and loose rock excavation, at \$1.50 per cubic yard.	\$6,375 00
3,350 cubic yards loose rock excavation, at \$2.50 per cubic yard.....	8,375 00
1,500 cubic yards solid and boulder rock excavation, at \$3.50 per cubic yard.....	5,250 00
14,316 cubic yards rubble wing-dams, at \$2.50 per cubic yard.....	35,790 00
Removing drift from channel.....	1,250 00
Removing timber from banks.....	1,250 00
Cost from Tennent's Bridge to Swannanoa River.....	1,500 00

59,790 00

Engineering and contingencies..... 12,000 00

Total cost from Henderson County line to Asheville..... 71,790 00

Add estimated cost from Brevard to Buncombe County line..... 29,687 00

Total cost from Brevard to Asheville, 55.26 miles..... 101,477 00

Levels and distances on the French Broad River, from Smith's bridge at Asheville, N. C., to Leadvale, Tenn.

From—	To—	Distance, in miles.	Elevation above tide, in feet.	Fall, in feet.	Average fall per mile, in feet.
Smith's Bridge.....	General Vance's.....	5.0	1,985.0		
General Vance's.....	Alexander's.....	5.7	1,941	44	8.8
Alexander's.....	Brown's.....	4.1	1,799	142	24.91
Brown's.....	Marshall (a).....	6.6	1,735	64	15.61
Marshall.....	Brush Creek.....	7.9	1,648	87	13.18
Brush Creek.....	Warm Springs.....	7.7	1,535	113	14.30
Warm Springs.....	Paint Rock (b).....	6.0	1,334	201	26.10
Paint Rock.....	Newport (c).....	25.0	1,275	59	9.83
Newport.....	Leadvale (d).....	6.0	1,071	204	8.16
			1,056	15	2.5
Smith's Bridge.....	Do.....	74.0		929	12.55

(a) County-site of Madison County. (b) State-line. (c) County-site of Cocke County. (d) Crossing of Cincinnati, Cumberland Gap and Charleston Railroad, twelve miles south of Morristown.

NOTE.—Tide-levels from Swannanoa River to Paint Rock were obtained from recent surveys of the Western North Carolina Railroad; from Paint Rock to Newport, from the railway reports of 1836-'37, made under the direction of General William Gibbs McNeil, of the United States Engineer Corps; and from Newport to Leadvale, the fall is measured by the eye, and, therefore, is only approximate.

Very respectfully, your obedient servant,

R. C. McCALLA,
Civil Engineer.

Maj. WALTER MCFARLAND,
Corps of Engineers, U. S. A.

EXAMINATION OF THE OCMULGEE RIVER, GEORGIA, FROM THE CITY OF
MACON TO THE CITY OF COVINGTON.UNITED STATES ENGINEER OFFICE,
Chattanooga, Tenn., February 19, 1876.

GENERAL: I have the honor to transmit herewith my report on the examination of the "Ocmulgee River, Georgia, from the city of Macon to the city of Covington," made under the provisions of an act of Congress approved March 3, 1875.

The Ocmulgee River does not extend as high as Covington, the upper terminus mentioned in the act, but is formed by the junction of the Yellow and South Rivers, which unite about twenty miles below that point. A little over forty miles below this junction the city of Macon is reached. The examination of this distance of about sixty miles was begun at the Georgia Railroad bridge, which crosses the Yellow River about three miles from Covington, a city of eleven hundred inhabitants. The surveying party dropped down the stream in flat-boats built for their use, and examined the various obstructions as they were reached.

The funds available permitted an examination only, and not a survey. An accurate knowledge of the length of this line and of the fall in the river was, however, obtained by a survey made in 1871, under act of Congress approved March 3, and Senate resolution of March 30, of that year, the report of which will be found in the Report of the Chief of Engineers for 1872, pages 509 and 530, "Line of water-communication between the Mississippi River and the Atlantic." In this distance of sixty-one miles the river varies from 50 yards to 120 yards in width, is very crooked and full of obstructions, and has a fall of about 360 feet, or 6 feet per mile. Between Covington and Macon there are not less than sixty of these obstructions, or about one to every mile, with from twelve to twenty-four inches of water over them when the river is at a low stage. The worst of these are Loyd's Shoal, thirty-six miles above Macon, where the river falls forty feet in two miles, and Cedar Shoals, five miles below Covington, where it falls 63 feet in less than a mile. This part of the river passes through or touches Newton, Jasper, Butts, Monroe, Jones, and Bibb Counties, whose united population is about eighty thousand. It cannot be fitted for navigation except by constructing locks and dams and establishing the slack-water system at a very large cost, and there is no good reason for doing this, as the benefit to be derived from it would be confined entirely to those few counties, the value of whose products bears no reasonable proportion to the probable cost of such an improvement.

The following description of the obstructions in this part of the river, with the estimated cost of overcoming them, was submitted by the assistant engineer, B. W. Frobels, who conducted the examination:

The survey was begun at the Georgia Railroad bridge over the Yellow River, on the 27th of July. The time selected for the work was exceedingly favorable, the water in both rivers being lower (as I am informed by persons living near them) than it had been for many years past.

The first obstruction met with is at the railroad-crossing, and is known as *Bridge Shoal*. It consists of rock-reefs, crossing the river at right angles with the bed, and has a fall of 4.372 feet. From this point to Cedar Shoal (five miles) the current is slack, the banks are high, and the bottom mostly of rock; the width of the channel is very uniform, and about 125 feet.

Merriwether's Shoal is about one-fourth of a mile below Bridge Shoal. It is a flat reef of rocks, with 2 feet of water on it. Soundings between the shoals, from 1 to 3 feet.

One and one-quarter miles below this is *Hendrick's Shoal*, at the mouth of Hendrick's Creek. It consists of some large detached rocks in mid-channel, which are bare at low water.

The next obstruction is at the mouth of Turkey Creek, and is known as *Crew's Shoal*. It is a rock-bar, with two feet of water on it. From *Crew's Shoal* to Cedar Shoal soundings from 3 to 4 feet. This portion of the river needs ponding to give the required depth. This can be done without difficulty, as the bottom is of rock, and the banks firm and sufficiently high to prevent flooding any portion of the adjacent lands. For this purpose a dam at *Merriwether's Shoal* with lock of 6 feet lift, and a dam at *Crew's Shoal*, with lock of 4 feet lift, will be sufficient.

Estimated cost.

One lock, 6 feet lift.....	\$12,000
Dam 90 feet long.....	1,260
One lock, 4 feet lift.....	8,000
Dam 90 feet long.....	1,260
Removing 60 cubic yards rock at <i>Hendrick's Shoal</i>	180
	22,700

Cedar Shoal presents the next obstacle, and here the river has a fall of 63 feet in less than one mile. To render this passable for vessels drawing 4 feet, the upper and lower dams, as designated in the accompanying map, should be raised each 1 foot. A canal 600 feet long should be constructed between stations 3 and 9, with a lock of $18\frac{1}{2}$ feet lift, and a similar lock at stations 9, 10. The left-hand island chute should be deepened, and the channel enlarged at stations 16, 17, 18, in the diagram, and a lock of 7 feet lift placed on the right of the lower dam, opposite station 28.

Estimated cost.

One lock, $18\frac{1}{2}$ feet lift.....	\$37,000
One lock, $18\frac{1}{2}$ feet lift.....	37,000
One lock, 7 feet lift.....	14,000
Rock-excavation, 2,100 cubic yards, at \$1.50.....	3,150
600 feet of canal.....	8,400
Raising upper dam 1 foot.....	406
Raising lower dam 1 foot.....	980
	100,936

One-half mile below *Cedar Shoal* is *Hanson's Shoal*. It is a rock-bar 300 feet long, and has 1 foot of water on it. A dam with lock of $9\frac{1}{2}$ feet lift, and a similar lock and dam between this and the foot of *Cedar Shoals*, will give sufficient water as high as the lower dam.

Estimated cost.

Two locks, $9\frac{1}{2}$ feet lift.....	\$37,000
Two dams, 100 feet long.....	2,600
	39,600

From *Hanson's Shoal* to *Dried Indian Shoal*, the river is greatly obstructed by reefs and bars, and needs ponding.

Dried Indian Shoal is 1,200 feet long, with a fall of 7,247 feet. It is very shallow and filled with boulders and loose rock. A dam at the foot of the shoal, with a lock of 10 feet lift, will give sufficient water to *Hanson's Shoal*.

Estimated cost.

100-foot dam.....	\$1,400
One lock, 10 feet lift.....	20,000
	21,400

From *Dried Indian* to *Flat Shoal*, there are numerous reefs and bars, with soundings from 1 to 6 feet.

Flat Shoal is a rock-bar 600 feet long, with a fall of 18 inches. A dam at the foot of this shoal, with a lock of 4 feet lift, will pond over all obstacles as high as *Dried Indian*.

Estimated cost.

Dam 100 feet long.....	\$1,400
One lock, 4 feet lift.....	8,000
	9,400

From *Flat Shoal* to *Webb's Shoal* soundings, from 3 to 10 feet.

Webb's Shoal is a rock-reef 40 feet long, and with a fall of 1 foot. A dam is needed here with a lock of 4 feet lift.

Estimated cost.

Dam 100 feet long.....	\$1,400
One lock, 4 feet lift.....	8,000
	9,400

Between Webb's Shoal and Lee's Shoal there is deep water.

Lee's Shoal is very shallow and should be ponded over. This can best be done by a dam at Allen's Shoal, one mile below. The channel here is filled with rock-reefs. Allen's Shoal being the last of them, a dam here, with lock of 7 feet lift, will be required.

Estimated cost.

Dam 100 feet long.....	\$1,400
One lock, 7 feet lift.....	14,000
	15,400

From Allen's Shoal to Indian Fishery (one mile) the water is deep and the channel clear,

Indian Fishery.—The river is 350 feet wide. The shoal forms a natural dam with deep water above and below it, and has a fall of 12 feet. A lock of 12 feet lift is needed here, and a channel cleared out through the left-hand island chute below the shoal.

Estimated cost.

600 cubic yards solid-rock excavation, at \$3.....	\$1,800
One lock, 12 feet lift.....	24,000
	25,800

From Indian Fishery to Barnes's Shoal there is deep water and a clear channel.

Barnes's Shoal is at the junction of Yellow and South Rivers. Like Indian Fishery, it is a rock barrier crossing the river, and forming a fine, perfect dam. There is deep water above it. A lock of 11.5 feet lift is needed here, and the channel in the left-hand island chute below should be cleaned out.

Estimated cost.

One lock, 11.5 feet lift.....	\$23,000
Removing 1,300 cubic yards rock, at \$3.....	3,900
	26,900

Between Barnes's and Lemon's Shoals the following work will be necessary to give 4 feet of water at the lowest stage :

One reef near the foot of shoal, 300 cubic yards solid rock, at \$3.....	\$900
2,000 cubic yards loose rock, at \$2.....	4,000
400 cubic yards jetty, built of same, at 50 cents.....	200
Reef near Smith's Ferry, 300 cubic yards solid rock, at \$3.....	900
Polk's Island Reef, 100 cubic yards solid rock, at \$3.....	300
70 cubic yards of riprap dam, built of same.....	35
	6,335

At *Lemon's Shoal* the channel is about equally divided by a small island. The left-hand channel is greatly obstructed by rock partially exposed, while the right-hand channel is free of rock and has from 7 to 10 feet of water. At the foot of the island a reef of solid rock, exposed, crosses the river, completely closing the right-hand channel and throwing the entire stream on the left-hand bank through an opening about 50 feet wide. The current here is very rapid, and the sharp angles made by the reef and island present serious obstacles to a boat ascending it. To remove the difficulty the left-hand channel at the head of the island should be closed, and a channel cut through the reef at the lower end of it, near the right bank. The present channel between the reef and the foot of the island should be closed, and a rubble-dam built across the right-hand channel at Station No. 7 in the diagram.

Estimated cost.

Solid-rock excavation, 1,200 cubic yards, at \$1.50.....	\$1,800
180 cubic yards dam, built of same, at 50 cents.....	90
	1,890

From Lemon's Shoal to Key's Ferry the water is deep.

At *The Ferry* there is a reef 200 feet long which must be cut down 6 inches.

Estimated cost.

300 cubic yards solid rock excavation, at \$3 \$900

The Alcovy River comes in near Key's Ferry with a volume of water equal to Yellow River.

From Key's Ferry to *Harvey's Mill* there is deep water. At the mill there is a shoal 600 feet long with a fall of 4 feet, measured from the surface of the water above the dam. By removing the dam the fall will be distributed over a much greater distance. The river here is very wide and the obstacle may be removed by contracting the channel and cleaning out the bowlders and loose rock near the right bank.

Estimated cost.

Removing 1,800 cubic yards loose rock from channel, at \$2 \$3,600 00

Constructing jetties of the same, at 50 cents 900 00

4,500 00

The next shoal is known as *Leverett's Shoal*. Here the river is divided by a small¹ island, the best water being near the right bank. The passage to the left of the island should be closed, and a reef and some loose rocks removed from the other channel.

Estimated cost.

Removing 500 cubic yards loose rock, at \$1 \$500 00

Building dam of same, at 50 cents 250 00

Excavating 91 cubic yards solid rock, at \$3 273 00

1,023 00

From *Leverett's Shoal* to *Cap's Shoal* there is from 7 to 10 feet water. The river here is divided by islands into three channels, the shoal being immediately at the foot of the upper island. It consists of a reef of solid rocks and bowlders crossing the river and damming up the water, the greatest fall being within 100 feet of the upper reef. By cutting a channel-way through this reef, near the left bank, and confining the water to the passage-way between the two islands, immediately below the shoal, the difficulty may be removed and a lock avoided. The channel to the left of Mountain Island should be closed.

Estimated cost.

7,000 cubic yards solid-rock excavation, at \$3 \$21,000

300 cubic yards dam built of same 150

21,150

Should a lock, however, be deemed best, the proper position for it will be found in the passage to the left of Mountain Island. This chute is about 80 feet wide, and deep above and below the shoal.

Estimated cost.

Dam \$1,400

One lock, 5½ feet lift 11,000

12,400

Although the expense of an open channel is greater, it would be infinitely preferable to a lock. Between *Cap's Shoal* and *Loyd's Shoal* there is good water.

Loyd's Shoal is nearly two miles long, and has a fall of 40 feet. It is very shallow, and the channel is greatly obstructed. Ponding here is necessary, and it can be readily done, as the bottom is of solid rock and the bank sufficiently high. Four locks and dams will be needed.

Estimated cost.

Four dams, 1,600 feet \$22,400

Four locks, 10 feet lift 80,000

102,400

Just below this shoal, and near the mouth of *Herd's Creek*, there is a narrow reef with 1 foot of water on it. Requires—

Solid rock excavation, 90 cubic yards, at \$3 \$270

From this reef to Pittman's Shoal there is deep water.

Pittman's Shoal is a succession of reefs with a fall .194 per 100 feet. An island divides the channel here, the best water being to the left of the island. The passage to the right of the island should be closed, and the reefs and loose rocks removed from the other channel.

Estimated cost.

1,500 cubic yards solid-rock excavation, at \$3.....	\$4,500
1,000 cubic yards loose-rock excavation, at \$1.....	1,000
Building 150 cubic yards dam of same, at 50 cents.....	75
	5,575

Between Pittman's and Roach's Shoals, soundings from 6 to 14 feet.

Roach's Shoal, like Pittman's, is formed of reefs and bowlders, and has a fall of .194 per 100 feet. A good channel may be formed on the right bank by removing loose rock and bowlders and building a jetty from the head of the shoal to Roach's mill.

Estimated cost.

Removing 3,000 cubic yards bowlders and loose rock, at \$2.....	\$6,000
Building with these 3,000 cubic yards jetty, at 50 cents.....	1,500
	7,500

From Roach's Shoal to Lamar's Shoal there is deep water.

Lamar's Shoal.—The river here is divided by a small island, the best water being in the right-hand channel. By closing the other channel and removing a fish-trap dam, and some loose rock and bowlders from this, sufficient water may be had. A jetty should be built from the lower end of the island, inclining toward the right bank.

Estimated cost.

200 cubic yards solid-rock excavation, at \$3.....	\$600
300 cubic yards loose-rock excavation, at \$1.....	300
Building dam of same.....	250
	1,150

From Lamar's Shoal to Seven Islands there is deep water and no obstructions. This shoal is a rock-bar 1,300 feet long, and with a fall of 19.515 feet, 20 feet of lockage and a canal 600 feet long will be needed here. Below the shoal, the passage between the islands and the right bank should be cleaned out and the other passage closed. This will throw a volume of water into the open channel of sufficient depth.

Estimated cost.

600 feet of canal.....	\$7,000
Locks 20 feet lift.....	40,000
1,000 cubic yards solid-rock excavation, at \$3.....	3,000
1,000 cubic yards loose-rock excavation, at \$1.....	1,000
2,000 cubic yards dams and jetties, built of same.....	1,000
	52,000

From Seven Islands to Little Sandy Creek, there are no obstructions, and the water is deep. Here are some detached rocks that should come out, (50 cubic yards.) One mile below this a small island divides the channel. There is a rock-bar at the head of this island with a fish-trap dam on it. This should be removed and the left-hand channel closed. For 500 feet below the island there is a sand-bank with from 2.5 feet to 3 feet water, the river being 300 feet wide. A jetty should be built from the foot of the island to the end of this bank, inclining to the right bank of the river.

Estimated cost.

Removing fish-trap dam, 66 cubic yards.....	\$66
Building dam with same at head of island, 50 cents.....	33
Removing 200 cubic yards loose rock from channel, at \$1.....	200
Building jetties of same, 50 cents.....	100
	399

From Island Shoal to *Ward's Ferry* there is deep water; 300 feet above the ferry a narrow reef crosses the channel, which is here 200 feet wide. The opening through this reef needs enlarging 50 feet. About 500 feet below the ferry there is a ledge of bare rock extending nearly across the river. There are 5 feet of water in the opening through this ledge; 30 feet of the ledge should be taken off. For 200 feet below this ledge there are only 3 feet in the channel. This may be deepened sufficiently by building a jetty from the ledge to the lower edge of shoal.

Estimated cost.

Upper reef: excavating 20 cubic yards, solid rock, at \$3.....	\$60
Lower reef: excavating 30 cubic yards, solid rock, at \$3.....	90
200 feet jetty, 50 cubic yards, at 50 cents.....	25
30 cubic yards, at \$2.....	60
	235

Between Ward's Ferry and *Big Sandy Creek* there are several small sand-bars with 2½ feet of water on them.

From *Big Sandy Creek* to *McArthur's Ferry* there is deep water and a clear channel. Near the ferry two narrow reefs with 2 feet water cross the river. One mile farther down there is another reef, with 3 feet on it.

Estimated cost of work on this part of the river.

2,000 cubic yards sand excavation, at 60 cents	\$1, 200
Removing 2 reefs, 60 cubic yards each, at \$3	360
Removing 1 reef, 30 cubic yards, at \$3	90
	1, 650

The next obstruction is at *Head's Shoal*. This is a flat reef with but little fall. It begins a quarter of a mile above the mouth of *Towaliga River*. The upper part consists of bowlders and loose rock. Below these there is a ledge 50 feet long with 2½ feet on it. The river here is 350 feet wide, the best water being near the right bank.

The channel above the reef should be cleaned out, and a wing-dam built on the lower edge of it.

Estimated cost.

Removing 500 cubic yards of loose rock, at \$2.....	\$1, 000
Building wing-dams of same, at 50 cents.....	250
	1, 250

Between *Head's Shoal* and *Glover's Shoal* there are five reefs, with 2 feet of water on them. These reefs are in deep water, and are very narrow. Immediately above *Glover's Shoal* three similar reefs cross the river, with 18 inches of water on them. They should be removed.

Estimated cost.

Removing 5 reefs, 30 cubic yards each, 150 cubic yards, at \$3	\$450
Removing 3 reefs, 30 cubic yards each, 90 cubic yards, at \$3	270
	720

The upper part of *Glover's Shoal* consists of three reefs, with deep water between them. One thousand eight hundred feet from the head of the shoal the fall becomes rapid, and the channel is filled with fixed rock and bowlders. A good channel may be made above the fall by cutting through the reefs. From the head of the principal fall a canal will be needed 1,800 feet long, and with a lock of 18 feet lift. The channel at the foot of the shoal should be cleaned out. The canal may be built near the left bank in the river-bed.

Estimated cost.

Canal	\$9, 000
Lock, 18 feet lift	36, 000
Removing 3 reefs, 30 cubic yards each, at \$3	270
Improving channel below shoal	1, 000
	46,270

About 1,000 feet below *Mitchell's Ferry* there is a narrow rock and sand bar, with 2 feet of water. The river here is 360 feet wide. Five hundred feet below the sand-bar there is a rock ledge 50 feet long, with 2½ feet of water. The channel over these bars should be deepened, and one or two detached rocks removed.

Estimated cost.

Excavating 220 cubic yards solid rock, at \$3	\$660
Excavating 45 cubic yards sand and rock.....	45
	705

From this point to *Mitchell's Shoal*, four miles, the water is deep, and there are no obstructions. The upper reef here is very narrow, and has a fish-trap dam on it; deep water above and below it. The dam should be removed and the channel deepened. At the lower reef an island divides the channel. This reef is narrow, (10 feet,) and has a fall of 1.8 feet. The best water is to the left of the island. The channel to the right should be closed, and the reef cut away near the left bank.

Estimated cost.

Removing fish-trap dam, 36 cubic yards, at \$1	\$36
Solid-rock excavation, 375 cubic yards, at \$3.....	1,025
Building dam with same, at 50 cents.....	150
	1,211

One mile below *Mitchell's Shoal* there are two reefs in 5 feet water. They are 10 feet long, and have 18 inches water on them. Estimated cost of removing them:

Excavating 90 cubic yards solid rock, at \$3.....	\$270
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Jarrel's Shoal is the next obstruction. It consists of a rock bar 200 feet long, with 2½ feet of water on it. The channel should be contracted by jetties. Six hundred feet below this there is a reef with 1 foot of water. Two hundred feet farther down there is a similar reef. Five hundred feet from this another reef crosses the channel, with 3 feet of water. One hundred feet below this there is a reef with 2 feet of water. Upon this there is a fish-trap dam. Channels should be excavated through these reefs, and the dam removed.

Estimated cost.

Excavating 502 cubic yards solid rock, at \$3	\$1,506
Excavating 330 cubic yards loose rock, at \$1.....	330
Building jetties with same, at 50 cents.....	165
	2,001

Clarke's Shoal begins at the head of Long Island and ends 100 feet below it. It consists of six narrow reefs, one at the head of Long Island, four reefs half-way down the island, and one at the foot of it. To give the proper depth will require—

80 cubic yards solid-rock excavation, at \$3.....	\$240
100 cubic yards loose-rock excavation, at \$1.....	100
	340

Falling Creek Shoal is at the mouth of Falling Creek. It consists of seven reefs of rock, with deep water between them. To open a channel through these will require—

518 cubic yards of solid-rock excavation, at \$3.....	\$1,554
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Immediately below the shoal, two small islands divide the channel. The best water is to the right of the upper island and to the left of the lower one. The opposite channels should be closed. In the lower island chute there are three reefs that should be removed.

Estimated cost.

Removing 222 cubic yards solid rock, at \$3.....	\$666
Building dams with same, at 50 cents.....	111
	777

Between *Falling Creek* and *Dame's Shoals* the water is very deep, except at the ferry, where there is a reef of detached rocks. This needs—

80 cubic yards rock-excavation, at \$2.50.....	\$200
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At *Dame's Shoal* the river is very wide, and is filled with small islands. The shoal is rock 550 feet long, and has a fall of 3.644 feet, or .662' per 100 feet. The best water is next the right bank and in the right-hand island chute, where there is 3 feet. This channel is obstructed by a reef and fish-trap dam. These should be removed, and the other channel closed up. The volume of water thrown into the right-hand channel (which is about 100 feet wide) will give sufficient depth.

Estimated cost.

600 cubic yards solid-rock excavation, at \$3.....	\$1,800
Building dams of same, at 50 cents.....	300
	2,100

In the island chute below the shoal there are three reefs that should be removed. Between the shoal and the first and second reefs there is only $2\frac{1}{2}$ feet water, but the bottom here is of loose sand, and when the reefs are removed this will wash away. One-half mile below these there is a reef of detached rocks which should be removed. From this point to Rum Creek the water is good.

Rum Creek Shoal is at the mouth of Rum Creek. It consists of reefs and detached rocks with deep water between them. There is but little fall, and the removal of loose rock and the excavation of a channel 80 feet wide, 100 feet long, and 2 feet deep will remove all difficulty. One and a half miles below the shoal there is a loose-rock bar that needs-deepening. Estimated cost of work on this part of the river :

Solid-rock excavation, 1,188 cubic yards, at \$3.....	\$3,564
Loose-rock excavation, 900 cubic yards, at \$1.....	900
	4,464

Taylor's Shoal, like *Falling Creek Shoal*, is a succession of rock-reefs, with deep water between them. The shoal is 2,100 feet long and has a fall of 5.732 feet, or about .272' per hundred feet. This is very equally distributed over the entire shoal, except at the head, where there is a fall of 2.6 feet in the first 200 feet. This is caused by the damming of the water at the first reef. The best channel is near the right bank. This should be cleaned out and the reefs removed. The river here is 500 feet wide, and to give sufficient water, the channel should be contracted. This can be done by building a jetty from the right bank along the first reef, and thence down the shoal to the head of island No. 2 of the diagram, and closing up the passage to the right of island No. 1. This will pond the water at the foot of the shoal and reduce the current. The channel being perfectly straight, vessels can ascend without difficulty.

Estimated cost.

Solid-rock excavation, 2,220 cubic yards, at \$3.....	\$6,660
Loose-rock excavation, 1,000 cubic yards, at \$1.....	1,000
Building jetties of same, at 50 cents.....	1,110
	8,770

Between *Taylor's Shoal* and *Harris's Shoal* the water is deep and the channel unobstructed, except at *Bowman's Reef*, where it needs widening, and at *Bowman's Landing*, where some detached rocks should come out.

Estimated cost.

Solid-rock excavation, 100 cubic yards, at \$3.....	\$ 300
Detached-rock excavation, 200 cubic yards, at \$2.....	400
	700

Harris's Shoal is like *Taylor's Shoal*. It is 3,000 feet long and has a fall of 2.312 feet. At the first and second reef the channel should be widened 50 feet. Upon the lower ledge, for 600 feet, there is only 3 feet water. Here the channel, which is now 300 feet wide, should be contracted.

Estimated cost.

60 cubic yards solid-rock excavation, at \$3.....	\$180
Removing 300 yards loose rock, at \$1.....	300
Building jetties of same, at 50 cents.....	150
	630

Between *Harris's* and *Johnston's Shoals* no work is needed.

At *Johnston's Shoal* the river widens out very much, the channel being divided by three small islands. The shoal is 1,500 feet long, and has a fall of 5.125 feet, or .341' per hundred feet. This fall is very equally distributed. The reef which forms the upper part of the shoal has 2 feet of water on it, and this deepens to 3 feet and 2.5 feet, the channel being greatly obstructed by loose rock. At the lower end of the first

island there is a fish-trap dam, and 400 feet below this a rock-reef. Channels should be cut through these reefs and the loose rock removed. All the channels should be closed except that next the right bank, and this should be contracted by a jetty from the first reef to the fish-trap dam. Jetties 6 feet high should be placed 500 feet below the last reef. This will give a good channel over the shoal and make the passage of it easy.

Estimated cost.

Solid-rock excavation, 100 cubic yards at \$3.....	\$ 300
Loose-rock excavation, 1,000 cubic yards, at \$2.....	2,000
Building jetties of same, at \$1.....	1,000
	3,300

The next obstacle is called *Holman's Shoal*. This consists of two rock-bars 500 feet apart. The first bar is 200 feet long and has 2 feet of water on it. The second bar has 5 feet of water, but needs widening.

Estimated cost.

1,300 cubic yards solid-rock excavation, at \$3.....	\$3,900
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Passing below this shoal, we have deep water, free from obstructions, until near the head of *Wimbush's Island*, where two reefs cross the river, leaving deep channels but not sufficiently wide. Two hundred feet below the head of the island, in the right-hand channel, is another reef, with 1 foot of water in it. Three hundred feet below this there is another reef. These obstacles should be removed, and the left-hand channel at the head of the island closed.

Estimated cost.

Removing 210 cubic yards solid rock, at \$3.....	\$630
Building dams with same, at 50 cents.....	105
	735

At the foot of the island is *Holt's Shoal*, also called *Wimbush's Shoal*. This is a rock-bar 400 feet long, upon which there is 2 feet of water, but greatly obstructed by loose rock. Upon the upper edge of the bar there is a reef with 1 foot of water, and on the lower edge a reef and a fish-trap dam. These should be removed and the channel near the right bank cleaned out. A jetty should be built from the lower end of the island inclining toward the right bank and extending 500 feet below the fish-trap dam.

Estimated cost.

Solid-rock excavation, 100 cubic yards, at \$3.....	\$300
Loose-rock excavation, 1,000 cubic yards, at \$1.....	1,000
Building jetty of same, at 50 cents.....	500
	1,800

For one mile below this shoal there are several islands dividing the channel. The best water is next the right bank of the river, and the other channels should be closed. Seven reefs cross the channel here. The first, second, and third reefs have each 1 foot of water. The fourth reef has 2.5 feet, and the others have each 1 foot.

Estimated cost of work needed here.

Removing 570 cubic yards solid rock, at \$3.....	\$1,710
Building dams with same, at 50 cents.....	285
	1,995

About 500 feet below the last island there is a reef of bare rock, with an opening in it of 30 feet. This opening should be increased to 100 feet, and a jetty built from the island to the reef.

Estimated cost.

Removing 200 cubic yards solid rock, at \$3.....	\$600
Building jetty of same, at 50 cents.....	100
200 yards jetty, at \$2.....	400
	1,100

This is the last of the reefs and shoals. The river here is about 300 feet wide, and for one and a half miles there is a sand-bank, upon which there is an average of 3 feet of water. About two and a half miles from this there is a similar bank. Both of these deposits occur where the current is slack and with deep water above and below them, and are probably caused by sunken trees and logs. These being removed, the banks will wash away. There is also on this portion of the river one reef to be removed and two loose-rock bars.

Estimated cost.

Sand excavation, 16,000 cubic yards, at 60 cents.....	\$9,600
Solid-rock excavation, 100 cubic yards, at \$3.....	300
Loose-rock excavation, 200 cubic yards, at \$1.....	200
	10,100

This makes.....	574,232
Add to this 20 per cent. for contingencies.....	114,846

And we have a total of..... 688,078

The above estimate contemplates a channel-way 80 feet wide, 4 feet deep at the lowest stage of water, and with locks 200 feet long and 30 feet wide. This will accommodate vessels carrying 300 tons for nine months in the year, and half that tonnage for the remaining three months. And we should bear in mind that during the season of low water, which occurs between the 1st of July and the middle and latter part of September, but little freight is moving, and consequently this reduction of tonnage will not be felt as an inconvenience.

From the 1st of October to the 1st of July the lowest stage of water is from 3 to 4 feet above the extreme low point, giving a minimum depth of from 7 to 8 feet.

The estimated cost of making this improvement is, then, according to the statement above given, as follows, not including contingencies and superintendence:

Bridge, Merriwether's, Hendrick's, and Crews Shoals.....	\$22,700
Cedar Shoal.....	100,936
Hanson's Shoal.....	39,600
Dried Indian Shoal.....	21,400
Flat Shoal.....	9,400
Webb's Shoal.....	9,400
Lee's Shoal.....	15,400
Indian Fishery.....	25,800
Barnes Shoal.....	26,900
Reefs below.....	6,335
Lemon's Shoal.....	1,890
Key's Ferry.....	900
Harvey's Mill.....	4,500
Leverett's Shoal.....	1,023
Cap's Shoal.....	21,150
Lloyd's Shoal.....	102,400
Reef below.....	270
Pitman's Shoal.....	5,575
Roach's Shoal.....	7,500
Lamar's Shoal.....	1,150
Seven Islands Shoal.....	52,000
Little Sandy Creek Shoal.....	399
Ward's Ferry.....	235
Big Sandy Creek and McArthur's Ferry.....	1,650
Head's Shoal.....	1,250
Glover's Shoal Reefs.....	720
Glover's Shoal.....	46,270
Mitchell's Ferry.....	705
Mitchell's Shoal.....	1,211
Reef below.....	270
Jarrel's Shoal.....	2,001
Clarke's Shoal.....	340
Falling Creek Shoal.....	1,554
Reef below.....	777
Reef below.....	200
Dame's Shoal.....	2,100

Rum Creek Shoal.....	\$4,464
Taylor's Shoal.....	8,770
Bowman's Reef.....	700
Harris's Shoal.....	630
Johnston's Shoal.....	3,300
Holman's Shoal.....	3,900
Wimbush's Island.....	735
Holt's Shoal.....	1,800
Reef below.....	1,995
Reef below.....	1,100
Sand-banks below.....	10,100
	573,405

The prices employed in making up this estimate are, however, too small, though they have been used in making previous estimates. Experience has shown that in conducting work on these southern rivers, the sudden and great changes of height to which their surfaces are subject, renders all engineering operations in their channels so uncertain that the cost exceeds very greatly the cost of similar work in other places. In this case the cost of rock-excavation in channel would be not less than double that assumed, while the construction of the wing-dams would cost not less than three or four times the amount estimated. Making these and other necessary changes in the prices of the various kinds of work enumerated, the estimated cost of this work would not fall short of.....		\$800,000
And adding 25 per cent. for the cost of superintendence, and to meet the contingencies to which lock and dam construction in running water is peculiarly liable.....		200,000
Total		1,000,000

We have a million dollars as the probable cost of doing this work. Of course, this is not an accurate estimate; nothing but a survey could give that, and we have been able to make only an examination.

It is to be observed, moreover, that the total fall of this part of the river, as given by the survey of 1871, before referred to, is 360 feet. The estimate before given provides for a total lockage of about 200 feet, affecting perhaps ten miles of the river's length. The remaining fifty miles, then, would have a fall of 160 feet, an average of nearly $3\frac{1}{4}$ feet per mile, much too great to admit of easy or even of good navigation; and it appears quite certain that if the improvements covered by the preceding estimate were made, it would become equally necessary to carry the slack-water system up through the whole or the greater part of the remaining 160 of fall; and the total cost of the improvement of this sixty-one miles would be not much less, if any, than \$2,000,000. A survey only can determine this, and there is nothing in the local necessities of this region which would warrant so expensive an undertaking.

Very respectfully, your obedient servant,

WALTER McFARLAND,
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

GENERAL O. E. BABCOCK.

LETTER
FROM
THE ATTORNEY-GENERAL,

IN ANSWER TO

The resolution of the House, of the 3d instant, relative to the military court of inquiry in the case of General Orville E. Babcock.

MARCH 10, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, March 9, 1876.

SIR: In compliance with the resolution of the House, of the 3d instant, I have the honor to transmit herewith copies of all instructions, orders, letters, telegrams, or other official records and papers proceeding from or addressed to this Department relating to the assembling or the business of the military court of inquiry called to inquire into the conduct of General O. E. Babcock.

Very respectfully, your obedient servant,
EDWARDS PIERREPONT,
Attorney-General.

The SPEAKER of the House of Representatives.

DEPARTMENT OF JUSTICE,
Washington, December 2, 1875.

SIR: General Babcock, on account of the charges appearing against him in the public journals, has made a formal demand, as an officer of the Army, for a court of inquiry, which I suppose, as a matter of course, will be ordered. What is the condition of Saint Louis? Answer at once.

EDWARDS PIERREPONT,
Attorney-General.

D. P. DYER,
United States Attorney, Saint Louis, Mo.

DEPARTMENT OF JUSTICE,
Washington, December 3, 1875.

DEAR SIR: In Cabinet to-day the question was discussed, and the President has ordered a court of inquiry upon the demand of General Babcock. It will be convened immediately, at Chicago, and if the court requires your aid in getting evidence against General Babcock, in your possession or under your control, you will give every facility which can promote a thorough investigation. This court of inquiry does not restrain you in any duty which the law imposes upon you in your official capacity.

It seems to be considered that when an officer has a grave charge publicly made against him he has a right to a court of inquiry. The court will be composed of high officers, Lieutenant-General Sheridan, General Hancock, and General Terry, and there will be an advocate-general.

Yours, very truly,

EDWARDS PIERREPONT,
Attorney-General.

D. P. DYER, Esq.,
United States Attorney, Saint Louis, Mo.

[Telegram.]

SAINT LOUIS, December 3, 1875.

To Hon. EDWARDS PIERREPONT, *Attorney-General,*
Washington, D. C.:

Your dispatch saying that General Babcock, on account of the charges appearing against him in the public journals, has made a formal demand, as an officer of the Army, for a court of inquiry, was received by me this morning. No bill of indictment has been returned against him as yet. I am not able to say whether the grand jury will make a presentment or not. Do you understand that as a court of inquiry is ordered, that that supersedes an inquiry before the court here? Please give me your views and opinion.

DAVID P. DYER,
District Attorney.

[Telegram.]

DEPARTMENT OF JUSTICE,
Washington, December 3, 1875.

Hon. D. P. DYER, *U. S. Attorney, Saint Louis, Mo.:*

Decided in Cabinet to-day that a court of inquiry be held immediately at Chicago. See my letter by this mail. Does not supersede.

EDWARDS PIERREPONT,
Attorney-General.

(Copy.)

DEPARTMENT OF JUSTICE,
Washington, December 6, 1875.Hon. D. P. DYER, *U. S. Attorney, Saint Louis, Mo.:*

The President informs me that the court of inquiry convenes at Chicago next Thursday; that General Babcock starts to-night to meet his trial; that Colonel Gardner is the judge-advocate, to whom, at Chicago, you will please send any documentary evidence bearing upon the case, and the names and the residence of any witnesses whose testimony you judge important to make the investigation thorough. If there is any evidence in addition to that sent me, please forward it, and communicate with the judge-advocate by messenger or otherwise, as you deem most safe, to the end that this important inquiry, which will attract the attention of the country, may be complete in every respect.

I repeat what I have so often said, that we wish no innocent man tarnished, and no guilty one to escape.

EDWARDS PIERREPONT,
Attorney-General.

[Telegram.]

Dated Saint Louis, December 9, 1875.

Received at northeast corner Fourteenth street and Pennsylvania avenue, 2.24 p. m.

To Hon. EDWARDS PIERREPONT, *Attorney-General, Washington, D. C.:*

The grand jury to-day returned a true bill for conspiracy to defraud the revenue against Orville E. Babcock. I have a dispatch from the judge-advocate of the court of inquiry at Chicago, asking for charges and evidence against General Babcock. I know of nothing which can be called charges except this indictment and what transpired in the legitimate discharge of duty by the attorneys of the Government in the trials of John McDonald and William O. Avery. Shall I order copies of the stenographic reports of those trials for the judge-advocate? Is it expected that documentary evidence brought into the district court of the United States for this district by its process, and which is constantly needed in the prosecution of cases pending before it and before the circuit court of this district, shall be transmitted by me to Chicago, beyond their jurisdiction? I respectfully suggest that I have no power to do so without contempt of this court. I also suggest that the Government is not ready to enter upon the trial of the indictment, and for that purpose I am sending to Chicago a copy of the indictment and a *capias* for General Babcock.

DAVID P. DYER,
District Attorney.

(Copy.)

DEPARTMENT OF JUSTICE,
Washington, December 10, 1875.Hon. D. P. DYER, *U. S. Attorney, Saint Louis, Missouri:*

Stenograph report received. After Cabinet to-day, full particulars by mail. I advised you at the first that the military court could not super-

sede the criminal investigation before the civil tribunal, and you cannot be required to place any evidence out of your control; but you can send witnesses, sworn copies of papers, and facilitate the military court in making a thorough inquiry, by all the means in your power not inconsistent with your duty as United States attorney; of this you must discreetly judge. I cannot direct more specifically at this distance.

EDWARDS PIERREPONT,
Attorney-General.

○

PITTSBURGH CUSTOM-HOUSE.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to a resolution of the House of the 13th instant, copies of letters made the basis of an investigation recently made into alleged irregularities in the management of the custom-house at Pittsburgh.

MARCH 16, 1876.—Referred to the Committee on Ways and Means.

MARCH 17, 1876.—Ordered to be printed.

TREASURY DEPARTMENT, *March 15, 1876.*

SIR: I have the honor to acknowledge the receipt of the resolution of the House of Representatives, dated the 13th instant, requesting me to furnish that body with the testimony taken, the report of an investigation recently made under my direction relative to alleged illegal charges and irregularities in the management of the custom-house at Pittsburgh, Pa., and the action taken by me in reference to a change of officers at said custom-house.

In response thereto, I transmit herewith copies of the papers containing the charges upon which the investigation was ordered; copy of the report of the special Treasury agents who conducted the said investigation; copy of Department letter, dated February 26, 1876, requesting the resignation of Surveyor Steel; copies of Department telegram and letter, both dated March 1, 1876, withdrawing the request for his resignation; copy of Department letter, dated February 26, 1876, removing James D. McGill, as deputy surveyor; and copy of Department letter of March 1, approving Surveyor Steel's nomination of William C. Groot to be deputy surveyor, vice McGill, removed; and copy of the report of Mortimer T. Jefferis, a clerk in the Office of the Commissioner of Customs, who was sent to Pittsburgh to assist in making up and forwarding the accounts of Surveyor Steel.

These papers show the entire evidence and action of this Department on the subject of the alleged irregularities and the investigation of the affairs of the custom-house at Pittsburgh, Pa.

Subsequently to the date of Department letter above referred to, requesting Surveyor Steel's resignation, there were received, and they are now on file in this Department, fifty-five telegrams and letters, addressed to the President and to the Secretary of the Treasury, from prominent business-men and bankers of Pittsburgh, and from other per-

sons, earnestly recommending Mr. Steel's retention as surveyor, and testifying to his integrity and fidelity, and this testimony caused the withdrawal of the request for his resignation.

I am, very respectfully,

B. H. BRISTOW,
Secretary.

Hon. MICHAEL C. KERR,
Speaker of the House of Representatives.

PITTSBURGH, *December 13, 1875.*

[Extract.]

DEAR SIR: * * * I will also make a statement of some facts which I think the Department should know, and which I will testify to at any time.

I have been in the employ of the Government for about nine years, and by taking Mr. Steel's advice with reference to some matters at the marine hospital, I lost my situation.

About four years ago I was offered a better situation, but Mr. Steel (surveyor) said it would not do for me to leave, and that he would make the difference in the salary up to me. So the next morning the deputy surveyor said they were going to put on an extra dollar for the release of bonded goods, and when I collected the bills I could keep the extra dollar, which was the case until I left; and I believe the extra dollar is still charged and now goes to the surveyor. The receipts that I delivered to the parties receiving the goods called for \$3, while the duplicate receipts retained only call for \$2.

There is also an overcharge on all papers taken out for steamboats. The receipts given to the parties are from one dollar to one dollar and a quarter more than there should be for a full set of papers. The difference goes to the surveyor. There are a great many irregularities in the custom-house which I could testify to if I had an opportunity, and I would be pleased if you could let Mr. Bristow know, as I think it is time that the frauds were stopped. I have made a statement to Mr. Read, district attorney, the same as I have made to you.

Yours, respectfully,

JAMES McALLISTER.

THOS. BOYD, Esq.

A true copy.

L. G. MARTIN,
Chief of Appointment Division.

TREASURY DEPARTMENT,
Washington, D. C., February 21, 1876.

SIR: We have the honor to report that, pursuant to instructions, we have made a thorough examination of the customs business at the port of Pittsburgh.

The accounts and reports to the Department have been six or seven months in arrears, but upon our arrival we found Mr. Jefferis, a clerk in the Office of the Commissioner of Customs, at work upon them with the deputy surveyor, and during our stay all the accounts and returns were completed to date.

We find many irregularities in the method of transacting business, as follows:

Upon arrival of cars containing bonded merchandise transported to Pittsburgh under the warehouse laws, it has not been the practice to make any examination of such merchandise. If the goods were entered for rewarehouse and immediate withdrawal for consumption, which was almost invariably the case, upon payment of the duties, the deputy surveyor issued an order to the agent of the railroad company to deliver the goods.

This was usually done simply upon payment of the amount of duties stated in the transportation entry received from the port of first arrival, and the formality of preparing and swearing to the rewarehouse entry was deferred to some future day, or possibly to the end of the month. Entries, either for consumption on arrival of inland-transit goods, or for rewarehouse, or for withdrawal, were never presented by importers and sworn to in due form, but were signed in blank, both as to the oaths and entries, and afterward filled up by the deputy surveyor.

Upon the arrival of bonded grain in bulk the railroad company takes possession of it and puts it into their elevator, from which delivery is made only of the quantity called for by the transportation entry. As no examination is made upon the arrival of the cars containing the grain, there is no means of ascertaining the quantity actually received.

No account of warehouse and rewarehouse entries was kept in a warehouse ledger, as required by the regulations; and the account of liquidation and withdrawals required to be kept on back of warehouse bond was, in most cases, imperfect.

The deputy surveyor was in the habit of retaining moneys received by him for duties, hospital-money, steamboat inspection, &c., for a week or ten days at a time, although the depositary was in the same room, and it would have been as easy to deposit daily, as the regulations require, as to put the money in his own safe. Fees were not always collected at the time of the rendition of the service, but were allowed to run for a month or more, the bills therefor being sent to importers usually at the end of the month.

The schedule of legal fees collectable was not posted in the custom-house as required by section 2635 of the Revised Statutes.

Bonds taken in connection with the enrollment and license of vessels were found to be worthless, in most instances being generally without sureties.

These irregularities were all brought to the attention of the surveyor and his deputy, and a memorandum in writing, pointing out the proper methods of business, was made out and left at the custom-house for the future guidance of the surveyor.

We now come to the statement made by James McAllister relative to overcharges for fees, &c., collected at the custom-house, which we were directed to investigate. We made a full examination of this matter and found that it has been a regular practice on the part of the deputy surveyor, Mr. McGill, to add a dollar or more to the legal fees in every case, which extra amount he collected and retained to his own use and benefit.

Upon entries of merchandise the legal fees were usually about \$1. This amount is made up as follows:

Oath	\$0 20
Permit	20
Certificate to cancel bond in duplicate	40
Certificate to invoice	20
Total	1 00

Mr. McGill charged and collected three dollars (\$3) upon each entry, and this, too, whether it was an entry for consumption or simply for withdrawal, in which latter case the only legal fee chargeable is 20 cents for permit, making an overcharge upon withdrawal entries of \$2.80.

Upon enrollment and license of vessels an overcharge of \$2 was made in every case, \$1 of which appears on the books and was received by the surveyor, and the other was retained by Mr. McGill. It appears by the record of moneys received that \$2.70 was collected and accounted for by the surveyor in his emolument account, the legal fee being \$1.50, or \$1.75 if an emolument bond was taken.

Mr. McGill collected \$3.70 in each case, as will appear by the receipts herewith inclosed. He also usually collected \$1 extra for steamboat-inspection fees, which he retained for his own use. He was frequently called upon by steamboat-men to fill up mortgages and bills of sale, for which he charged a fee of \$5. We found some cases in which he charged \$1 for recording, the legal fee being 50 cents, which amount only was entered upon the books and accounted for, the extra half-dollar being retained by Mr. McGill. One case also came to our knowledge in which he charged and collected \$3.50 more duties than the amount required by the entry. This he claimed to be a mistake, and expressed his willingness to refund the amount to the importer. When charged with these acts of extortion and dishonesty, Mr. McGill admitted, in our presence and in that of the surveyor, that he had done all these things, but pleaded that he was obliged to do so in order to live.

He claimed also that the excessive fees collected on entries of merchandise were in the nature of brokerage for his service for making out the entries. As the moneys were not taken from the Government, but from individuals, no action by the Department in regard thereto, except the dismissal of McGill, seems necessary.

The persons defrauded may obtain redress by recourse to the provisions of section 2636 of the Revised Statutes.

We were informed that Mr. McGill has been an intemperate man for a number of years, and has been in the habit of taking "sprees," and while it does not appear that Mr. Steel, the surveyor, was cognizant of the loose and irregular manner in which the customs business was transacted, and of the dishonest practices of his deputy, it is nevertheless true that he knew McGill to be a man of drinking habits, and that he knew, also, that the accounts and reports to the Department were constantly in arrears. It would seem, therefore, that Mr. Steel ought to have paid more attention to the business of the custom-house, and that it was gross negligence on his part to allow matters to go on in the way above described. It should be stated, however, that Mr. Steel, who also holds office of United States depositary, is totally incapacitated, by reason of physical infirmities, for any active duty in connection with the Government business, and is wholly dependent upon his deputy and his clerks in all matters requiring official action.

Without reflecting, therefore, upon Mr. Steel's integrity or business capacity, provided he were physically able to attend to business, we are clearly of the opinion that a more suitable person, capable of taking active charge of the business, should be appointed to the office of surveyor and depositary.

It is due to Mr. Steel to say that he expressed himself as very desirous of having the business of his office transacted in a regular and proper manner, and that he is now anxious to obtain the services of a competent person to do the work or him.

It seems obvious, however, that in an office of the importance of that of surveyor of customs and United States depository at Pittsburgh, involving the collection and custody of hundreds of thousands of dollars, not only the deputy, but the surveyor himself, should be competent to perform the duties of his office.

Mr. McGill resigned his position of deputy surveyor, but as Mr. Steel is entirely helpless and knows nothing whatever about the business, it appears to be a necessity to retain McGill for a short time until a new man can learn the routine of the office.

Very respectfully,

A. K. TINGLE,
GEO. H. FOX,
Special Agents.

A true copy.

L. G. MARTIN,
Chief of Appointment Division.

Hon. BLUFORD WILSON,
Solicitor of the Treasury.

FEBRUARY 24, 1876.

Respectfully referred to the honorable Secretary of the Treasury. In view of the facts herein set forth, the removal from office of both the surveyor and deputy surveyor of customs at Pittsburgh, is recommended.

BLUFORD WILSON,
Solicitor.

TREASURY DEPARTMENT, *February 26, 1876.*

SIR: By direction of the President, I have to inform you that your resignation will be accepted, if promptly tendered.

I am, very respectfully,

B. H. BRISTOW,
Secretary.

THOMAS STEEL, Esq.,
Surveyor of Customs, Pittsburgh, Pa.

TREASURY DEPARTMENT, *March 15, 1876.*

A true and correct copy of the original on file in this division.

L. G. MARTIN,
Chief of Appointment Division.

WESTERN UNION TELEGRAPH COMPANY,
March 1, 1876.

THOMAS STEEL, Esq.,
Surveyor of Customs, Pittsburgh Pa.:

By direction of the President, the request for your resignation is withdrawn. Letter by mail. Charge the Department.

B. H. BRISTOW,
Secretary of the Treasury.

A. E. WILSON,
Chief Clerk.

TREASURY DEPARTMENT, *March 15, 1876.*

A true and correct copy of the original on file in this division.

L. G. MARTIN,
Chief of Appointment Division.

TREASURY DEPARTMENT, *March 1, 1876.*

SIR: By direction of the President, after further consideration, the request, dated the 26th ultimo, for your resignation, is withdrawn.

I beg to add an expression of hope that hereafter you will find it convenient to give more personal attention to the supervision of the public business intrusted to your care.

Very respectfully,

B. H. BRISTOW, *Secretary.*

THOMAS STEEL, Esq.,
Surveyor of Customs, Pittsburgh, Pa.

TREASURY DEPARTMENT, *March 15, 1876.*

A true and correct copy of the original on file in this division.

L. G. MARTIN,
Chief of Appointment Division.

TREASURY DEPARTMENT, *February 26, 1876.*

SIR: Your services as deputy surveyor and clerk at the port of Pittsburgh, Pa., at a compensation of \$1,200 per annum, are hereby discontinued, to take effect on the 29th instant.

I am, very respectfully,

B. H. BRISTOW, *Secretary.*

JAMES D. MCGILL, Esq.,
Pittsburgh, Pa.

TREASURY DEPARTMENT, *March 15, 1876.*

A true and correct copy of the original on file in this division.

L. G. MARTIN,
Chief of Appointment Division.

TREASURY DEPARTMENT, *March 1, 1876.*

SIR: By direction of the Secretary, the nomination of William C. Groot to be deputy surveyor and clerk at your port, at a compensation of \$1,200 dollars per annum, vice James D. McGill, removed, is hereby approved, to take effect from date of oath, as submitted in your letter of the 25th ultimo.

I am, very respectfully,

CHAS. F. CONANT,
Assistant Secretary.

THOMAS STEEL, Esq.,
Surveyor of Customs, Pittsburgh, Pa.

TREASURY DEPARTMENT, *March 15, 1876.*

A true and correct copy of the original on file in this division.

L. G. MARTIN,
Chief of Appointment Division.

WASHINGTON, D. C., *February 28, 1876.*

SIR: I have the honor to report that, in obedience to your instructions of the 11th instant, I proceeded to Pittsburgh and reported to Mr. Steel, surveyor of customs, for duty on the 14th, and remained with him, en-

gaged in clerical labor, until the 25th. During this period I gave my attention to the adjustment and forwarding of the accounts of the office, which, for lack of clerical assistance, have not been rendered for some time. The customs accounts have not been forwarded since the close of the last fiscal year, but were found partly made up, and were finished by me and forwarded to the proper auditing-officers of the Treasury.

The various reports connected and the bond-accounts, together with others which had not been properly rendered, were prepared by the deputy surveyor with my assistance during the time I was in the office and forwarded.

The delay in the rendition of these accounts seems to have arisen mainly from the lack of clerical assistance. At no time during the past two years, as I am informed, have there been more than two persons, a deputy and a clerk, employed in the office, and for the past few months there has been but one, the clerk having been discharged by order of the Department. Mr. Steel informed me that he had repeatedly called the attention of the Department to the needs of the office, and had requested that help should be furnished, but that his request had not been granted. Upon one or two occasions, when the business of the office was pressing, he employed temporary aid, paying the employés from his own salary. The labor involved in the adjustments of the accounts of a custom-house doing the business that is done in Pittsburgh is, in my judgment, entirely too much to perform. It is almost impossible for one person properly to discharge the duties of deputy surveyor, and at the same time render the accounts with promptness and accuracy. I think delay will occur as long as the deputy is obliged to perform all the various duties of the office without assistance.

The office is at present in good condition, all the accounts having been forwarded to the close of the month ending January 31, 1876, and will, I think, not suffer in comparison with any other.

It may not, perhaps, be in my province of the surveyor of the port, but I cannot forbear adding that in my opinion he is one eminently fitted for the position he occupies. To the highest moral worth and the strictest integrity he adds a well-balanced mind and a keen, sharp intellect, forming a combination of qualities which makes him capable of worthily and satisfactorily discharging the duties of his office. With additional clerical assistance, I see no reason to fear that the administration of the affairs of the surveyor's office at Pittsburgh will be other than that which will be to the best interests of the Government and the satisfaction of the Department.

I am, very respectfully, your obedient servant,

MORTIMER T. JEFFERIS.

H. C. JOHNSON, Esq., *Commissioner of Customs.*

TREASURY DEPARTMENT, *March 15, 1876.*

A true and correct copy of the original on file in this division.

L. G. MARTIN,

Chief of Appointment Division.

From receipts (custom-house) of Jos. Horne & Co.

March 27, 1875. Entry withdrawal clearance.....	\$3 00
April 22, 1875. Entry withdrawal clearance.....	3 00
May 13, 1875. Entry withdrawal clearance.....	3 00
May 28, 1875. Entry withdrawal clearance.....	3 00

July 29, 1875. Entry withdrawal clearance	\$3 00
September 7, 1875. Entry withdrawal clearance	3 00
October 8, 1875. Entry withdrawal clearance	3 00
October 8, 1875. Entry withdrawal clearance	3 00

A true copy :

L. G. MARTIN,
Chief of Appt. Div.

CUSTOM-HOUSE, PITTSBURGH, PENN.,
Surveyor's Office, September 13, 1875.

Mr. J. H. Johnson to United States Customs, Dr.
1874.

December 21, $\begin{smallmatrix} J \\ P \end{smallmatrix}$ 254-62, 9 cases of fire-arms for Manitoba to Baltimore \$3 00

December 30, $\begin{smallmatrix} J \\ P \end{smallmatrix}$ 263-4, 2 cases of guns for Caspian to Baltimore..... 3 00

1875.

February 17, $\begin{smallmatrix} J \\ P \end{smallmatrix}$ 265-67, 3 cases of fire-arms for Hibernian to Baltimore 3 00

June 23, $\begin{smallmatrix} J & H & S \\ J & H & J \end{smallmatrix}$ 1-3, 3 cases of guns for Caspian to Baltimore..... 3 00

October 12, H S 1 case of guns for Java to New York..... 3 00

August 7, 1875.

July 7, $\begin{smallmatrix} J & H & J \\ H & O \end{smallmatrix}$ 1-10, 10 cases of guns and pistols for Steenmean to New York... 3 00

August 23, $\begin{smallmatrix} J & H & J \\ H & O \end{smallmatrix}$ 11-13, 3 cases of guns for C. F. French, New York 3 00

21 00

Received payment September 17, 1875,

JAMES D. M'GILL,
Deputy Surveyor.

A true copy.

L. G. MARTIN,
Chief of Appt. Div.

To Custom-House, Pittsburgh, May 24, 1873 :

Steamboat May Darage.

Fees..... \$3 70

Recording bill of sale 1 00

Hull and boiler inspection certificates.

Hull and boiler inspection.

Tonnage-dues.

Hospital-money 13 60

Revenue-stamp.

Total 18 30

Received payment,

JAMES D. M'GILL,
Deputy Surveyor.

A true copy :

L. G. MARTIN,
Chief of Appt. Div.

To custom-house, Pittsburgh, October 22, 1873 :

Steamboat Bengal Tiger.

Fees..... \$3 70

Recording bill of sale, 50c. bill sale..... 5 50

Hull and boiler inspection certificates.

Hull and boiler inspection.

Tonnage-dues.

Hospital-money 45 18

Revenue-stamps.

Total 54 38

Received payment.

JAS. D. M'GILL,
Deputy Surveyor.

A true copy :

L. G. MARTIN,
Chief of Appt. Div.

To custom-house, Pittsburgh, November 26, 1873 :

Steam tow-boat Nellie Walton.

Fees \$22 50

Recording bill of sale.

Hull and boiler inspection certificates.

Hull and boiler inspection 28 43

Tonnage-dues.

Hospital-money.

Revenue-stamp.

Total 50 93

Received payment.

JAMES D. M'GILL,
Deputy Surveyor.

A true copy :

L. G. MARTIN,
Chief of Appt. Div.

To custom-house, Pittsburgh, May 15, 1875 :

Tow-boat Roser.

Fees \$3 70

Recording bill of sale.

Hull and boiler inspection certificates.

Hull and boiler inspection 35 10

Tonnage-dues.

Hospital-money 13 88

Revenue-stamp.

Total 52 68

Received payment.

JAMES D. M'GILL,
Deputy Surveyor.

A true copy :

L. G. MARTIN,
Chief of Appt. Div.

To custom-house, Pittsburgh, October 22, 1873 :

Steamboat Niagara.

Fees \$ 60

Recording bill of sale.

Hull and boiler inspection certificates.

Hull and boiler inspection.

Tonnage-dues.

Hospital-money 34 40

Revenue-stamp.

Total 35 00

Received payment.

JAMES D. M'GILL,
Deputy Surveyor.

A true copy :

L. G. MARTIN,
Chief of Appt. Div.

To custom-house, Pittsburgh, November 26, 1873:

Steam tow-boat Joseph Walton.

Fees \$25 50

Recording bill of sale.

Hull and boiler inspection certificates.

Hull and boiler inspection 36 01

Tonnage dues.

Hospital-money.

Revenue-stamp.

Total 61 51

Received payment.

JAMES D. M'GILL,
Deputy Surveyor.

A true copy :

L. G. MARTIN,
Chief of Appt. Div.

To custom-house, Pittsburgh, October 22, 1873:

Steamboat Coal City.

Fees	\$3 70
Recording bill of sale.	
Hull and boiler inspection certificates.	
Hull and boiler inspection.	
Tonnage-dues.	
Hospital-money	54 53
Revenue-stamp.	
Total	58 23

Received payment.

JAMES D. M'GILL,
Deputy Surveyor.

A true copy :

L. G. MARTIN,
Chief of Appt. Div.

To custom-house, Pittsburgh, October 22, 1873:

Steamboat Gipsev.

Fees	\$3 70
Recording bill of sale.	
Hull and boiler inspection certificates, hull and boiler inspection	27 16
Tonnage-dues.	
Hospital-money	19 40
Revenue-stamp.	
Total	50 26

Received payment.

JAMES D. M'GILL,
Deputy Surveyor.

A true copy :

L. G. MARTIN,
Chief of Appt. Div.

FREEDMEN'S BRANCH OF THE ADJUTANT-GENERAL'S OFFICE FOR YEAR ENDING JUNE 30, 1875.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

The annual report relative to the work of the late Bureau of Refugees, Freedmen and Abandoned Lands.

MARCH 1, 1876.—Referred to the Committee on Military Affairs.

MARCH 22, 1876.—Ordered to be printed.

WAR DEPARTMENT,
Washington City, February 28, 1876.

The Secretary of War has the honor to transmit to the House of Representatives the report of the Freedmen's branch of the Adjutant-General's Office for the fiscal year ending June 30, 1875, with an appendix, pointing to action and developments, on certain subjects, between October 9, 1875, (date of report,) and the present date.

WM. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, D. C., October 9, 1875.

The ADJUTANT-GENERAL OF THE ARMY:

SIR: Since my last report the work pertaining to the late Bureau of Refugees, Freedmen and Abandoned Lands has been continued under the general regulations originally prescribed, and the results accomplished attest, in a commendable degree, an industry and zeal on the part of the disbursing-officers and others upon whom the labor has devolved.

During the past year the office at Fort Leavenworth, Kans., has been consolidated with that at Saint Louis, Mo., and the offices at Fort Monroe, Va., and Charleston, S. C., have been finally closed. The consolidation of the office at Nashville with that at Memphis, Tenn., of which mention was made in my last report, was found to have entailed upon the disbursing-officer so much additional labor as to render it not only expedient, but necessary, to re-establish the office at Nashville.

The offices now existing are located, respectively, at New Orleans, La.; Saint Louis, Mo.; Memphis and Nashville, Tenn., and Louisville, Ky., with a chief disbursing-officer at Washington, D. C. For these offices the force employed is seven commissioned officers, twenty-nine clerks, and nine messengers and janitors.

Payments by means of postal orders, under the arrangement made by the Secretary of War with the Postmaster-General, have been continued, with uniform success. The amount thus disbursed during the past year is \$16,749.19, being an increase of more than 30 per cent. over the amount disbursed through the same channel during the year preceding.

A number of claimants whose unpaid claims were transferred by the late Bureau have, by diligent effort, been discovered and paid during the past year. This fact encourages the hope of further successful effort to discover and effect payment to many of the other claimants in those cases. Claimants whose claims have been filed and settled within a comparatively recent period continue to be discovered and paid with but little difficulty, although in a number of such cases the removal of the claimants to places unknown has necessitated delay.

The necessity for the exercise by the disbursing-officers of strict precaution in guarding against imposition continues as urgent as heretofore, and through their persistent and zealous vigilance numerous attempts at fraud have been frustrated. In every such case prompt and vigorous measures for the punishment of the offending parties have been instituted, and in most cases conviction and sentence to imprisonment have been secured. Equal vigilance is found necessary in protecting the rights of claimants, and in many instances imposition upon them has been prevented.

The investigation of contested or suspected fraudulent claims filed with the accounting-officers of the Treasury continues to form a large and important part of the duties of the disbursing-officers, and the value of such service in protecting, not only the interests of claimants, but of the Government, has been abundantly demonstrated.

Such attention has been given to the rearranging and completing of the late Bureau records as a due regard for the regular or current business would permit. The importance of their completion, in order to render them available for necessary reference, becomes more and more manifest as the work progresses. In my last report I embraced a list of missing records received after the transfer of the late Bureau from various sources.

Relative to certain matters pertaining to the affairs of the late Bureau of Refugees, Freedmen and Abandoned Lands, the following will indicate as to their condition at this time:

1.—*Complaint-cases.*

Complaints from claimants alleging non-receipt of the bounty, &c., awarded to them on the adjustment of their claims, and in which vouchers representing payment were filed with the accounting-officers of the Treasury by the disbursing-officers of the late Bureau, have been numerous, amounting, since the organization of the Freedmen's branch of this Office, to two hundred and fourteen cases, which have been regularly referred to the Second Auditor of the Treasury for such action as might be deemed appropriate. Of this number, one hundred and four have been returned by the Auditor.

In addition thereto, forty-eight cases, received at his Office direct

from claimants, have been sent to this Office, with request for investigation by the War Department and Department of Justice, with the view of determining whether the vouchers filed, as above stated, as representing payment to the claimants, were valid or were false and fictitious. These cases were duly transmitted to the Department of Justice, whence they were referred to the proper United States district attorneys for the necessary investigation. Of the number thus referred, fifteen have been received back and returned to the Second Auditor of the Treasury, with evidence establishing the fact of non-payment to the claimants and the falsity of the vouchers by which such pretended payments were represented. In the other cases the necessary investigation has not yet been completed.

In the preliminary investigation had by this Office in these cases, the fact became developed that moneys, aggregating a large sum, which had been sent by the chief disbursing-officer of the late Bureau to the local disbursing-officers for payment to claimants, were *not* paid to them but returned to the chief disbursing-officer as unclaimed. Notwithstanding such fact, the vouchers representing payment of these moneys to claimants, which had been filed with the accounting-officers of the Treasury by the chief disbursing-officer of the Bureau, and upon which he obtained credit for the amount thereof, were not canceled, nor does it appear of record that he ever accounted to the Government in any way for the amount.

The aggregate amount involved in this class of cases, in addition to \$31,078.03 mentioned in previous reports, so far as has been discovered, is \$17,803.80, of which there have been recovered \$2,583.66, leaving the sum of \$15,220.14 yet to be accounted for. (See note 1, Appendix.)

2.—*Defalcations.*

The amount (\$6,841.54) involved in the defalcation of O. C. French, late Bureau agent at Natchez, Miss., has been recovered, under legal proceedings, together with the sum of \$747.67 accrued interest thereon, and an additional sum of \$1,518.53, belonging to claimants upon whose complaints of non-payment legal proceedings for the recovery of the amount were instituted. The amount received on account of interest was, under instructions from the accounting-officers, duly deposited in the United States Treasury as a miscellaneous receipt. The balance was held for payment to the claimants to whom it belonged, many of whom have already been discovered and paid.

No portion of the amount (\$8,503.29) involved in the defalcation of St. Clair Mandeville, deceased, late Bureau agent at New Orleans, La., has yet been recovered. From a report in this case recently obtained from the United States district attorney at New Orleans, (through the Department of Justice,) it appears that on June 20, 1868, the late Commissioner of the Bureau instituted suit, in his own name, against the sureties on the bond of Mandeville; that they were duly served with process, to which an answer was filed on July 3, 1868, and further answer and exceptions on April 5, 1872; and that some testimony has been taken under commission, but that nothing further appears to have been done.

Neither has any portion of the amount (\$673.24) involved in the defalcation of Maj. Ben. P. Runkle, late agent of the Bureau at Louisville, (subsequently at Covington) Ky., yet been recovered, although all the facts in the case were long since communicated to the Treasury Department with the view of securing the amount from the pay due to Major Runkle at the time he ceased to be an officer of the Army.

4 FREEDMEN'S BRANCH OF THE ADJUTANT-GENERAL'S OFFICE.

Of the amount (\$2,867) recovered from the late chief disbursing-officer of the Bureau, as comprising amounts retained by him from time to time, from the proceeds of Treasury certificates issued in settlement of claims, in which the attorneys of record were suspended, unlicensed, or dead, there have been paid and deposited, under instructions from the accounting-officers of the Treasury, \$223.50. Vouchers covering this amount, (\$2,867,) representing that the same had been paid to the respective *claimants*, had been filed by the late chief disbursing-officer with the accounting-officers of the Treasury, and it was found impossible to effect a proper emendation of the records, by reason of inability to determine the various claims to which the sum pertained. The amount, therefore, although in the Treasury of the United States to the credit of the chief disbursing-officer of the Freedmen's branch of this Office, is viewed as under the direct control of the accounting-officers, and no payments are made therefrom except in pursuance of their instructions. (See note 4, Appendix.)

3.—*Embezzlement of \$36,519.50.*

The vouchers covering were originally passed by the accounting-officers and acquittances given, and the accounting-officers declined to re-open the accounts when attention was invited by the Secretary of War. The latter then pressed the subject, when the former re-opened the accounts and admitted that the Secretary of War was right. Since then, the accounting-officers have twice made transfer settlements, when, as indicated by Treasury records, there were no funds for the purpose, and said settlements were met by protests of the Secretary of War, the Secretary of the Treasury stating, as to last attempt at settlement, that "the proper accounting-officers of this Department fully concur in that opinion, (opinion of Secretary of War that the attempted settlement was in violation of law,) and the certificate (transfer certificate of settlement) in question was inadvertently transmitted to your (War) Department by the Third Auditor." The amount now stands charged on the books of the Treasury against the disbursing-officers of the late Bureau.

4.—*Interest, upward of \$32,000, on certain bonds into which funds were, in violation of law, converted.*

The facts were developed by the War Department after much investigation and labor, and placed before the Secretary of the Treasury. The last action of the Secretary of War was by letter dated November 3, 1874, to the Secretary of the Treasury, recommending the recovery of "all money not lawfully accounted for," and of "all the interest-money that has been disbursed."

In reply, November 13, 1874, the Secretary of the Treasury informed the Secretary of War that the Solicitor of the Treasury had been requested to institute such proceedings against the officers in question as the nature of the case may demand. This subject involves the duplicate voucher for \$16,652.25, through the agency of which the said amount of \$16,652.25 was fraudulently covered, by the accounting-officer passing the original as well as the duplicate, and not discovering or disallowing the duplicate until attention, through the Secretary of the Treasury, by the Secretary of War, was directed. As to this, the Secretary of War in his letter of November 3, 1874, recommended, in addition to steps for recovery of the money, *criminal prosecution* against the officers of the late Freedmen's Bureau. How far the Solicitor has proceeded is not known. (See note 2, Appendix.)

5.—*Balance deficits, ranging from \$9,000 to \$800,000, or amounts certified as on deposit in the Treasury of the United States when not so deposited*

The amounts cover time from June, 1867, to September, 1871, and the deficits are *attested* by the records of the Treasury Department.

The late Bureau attempted to explain the deficits to the honorable Second Comptroller of the Treasury; but any conclusions resulting therefrom are, beyond doubt, erroneously based, as is evident from the proceedings of the Howard court of inquiry, wherein it appears that the clerk of the late Bureau who aided the Comptroller to certain conclusions, testified before the court of inquiry that he did not make up the bounty-accounts, the accounts involving the main figures under consideration; that certain reports, bearing upon the balances made to the Treasury, were *not true*, and that he could not swear to the truthfulness of the figures as determined through the accounts-current of the late Bureau. In other words, the said witness established that he was not competent to explain the subject to the Second Comptroller. Further, he placed the late Bureau in the position of attempting to show that duly-rendered accounts were false, thus to prove that all funds for which the late disbursing-officer was accountable were properly deposited, when such, in fact, was *not* the case.

There can be no doubt as to the deficits, and the inference is that the large amounts of money were, for some four years, used for private purposes, and in violation of law. All gains through that illegal use should accrue to the United States. *It is significant that soon after the legislation doing away with the Bureau, which action seems to have stopped the improper use of deficit-balances, the troubles of the late Freedman's Savings and Trust Company commenced.*

To properly appreciate we have but to consider that if at the end of any one of the several months the deficit had been discovered, the late officer would have been in the position of the defaulting Paymaster Hodge. Had the discovery been made at the end of February, 1870, the deficit would have been \$800,000, nearly double the amount involved in the main charge against Hodge. In other months it would have been \$706,783.82, \$687,400.97, \$658,334.62, and many other large amounts, respectively, in excess of \$500,000.

6.—*Irregular fund, or retained-bounty fund, about \$131,500, more or less.*

The conclusions of this Office are embraced in its administrative examination for the Secretary of War, dated May 14, 1875, the concluding part thereof being as follows:

The foregoing and more establishing the utter unreliability of the aforesaid certified accounts may be regarded as embraced in the following summary made from the records of this Office and the sworn statements of late Disbursing-Officer Balloch, from which a difference of \$17,085.13 appears, and to account for which, in the certified account, there is no attempt.

SUMMARY.

Amounts received, so far as can now be established, through admissions and sworn statements of the late Bureau officers:

June, 1865.—From Captain H. Janes.....	\$29,076 68
July, 1865.—From Colonel O. Brown.....	84,334 81
Nov., 1865.—From interest.....	1,825 00
May, 1866.—From interest.....	2,430 90
Aug., 1866.—From premium on bonds sold.....	2,164 50
Nov., 1867.—From interest.....	1,224 00
May, 1868.—From interest.....	1,242 00

6 FREEDMEN'S BRANCH OF THE ADJUTANT-GENERAL'S OFFICE.

Nov., 1868.—From interest	\$990 00
July, 1868.—From premium on bonds sold	550 00
Jan., 1869.—From premium on bonds sold	2,768 75
Total	<u>126,606 64</u>

Amounts alleged to have been disbursed as per the Register to soldiers named therein up to June 30, 1872	110,767 67
Feb. 3, 1873.—Transferred to Captain James McMillan	1,628 59
June, 1, 1867.—Premium paid for bonds	1,950 00
	<u>114,346 26</u>
Balance not attempted to be accounted for	12,260 38

NOTE.—To the above balance should be added the actual loss on the three-acre-lot purchase, which is arrived at as follows :

Cost	\$12,000 00	
Repairs, &c	1,224 75	
	<u>13,224 75</u>	\$13,224 75

Deduct :		
Amount of rent received	2,400 00	
Amount received on sale	6,000 00	8,400 00
		<u>4,824 75</u>

Total balance not attempted to be accounted for

17,085 13

By a comparison of this summary with the certified account as rendered to the Second Auditor, it will be observed that the amount, as covered by the latter, is less than that originally received, notwithstanding the large additions to the original fund through the receipt of interest, &c.

(MEMORANDUM.—See pages 59, 283, 284, 285, 286, 294, 295, 514, Report 121, House of Representatives, Forty-first Congress, second session ; pages 37, 39, Report of Commissioner of Freedmen's Bureau for 1867 ; and pages 103, 104, Proceedings of the Court of Inquiry.)

In conclusion, the alleged original vouchers, including the disbursing-officer's retained or duplicate copies—that is, the receipts, as alleged, of the claimants for the money—and the "memorandum cash-book," disappeared while in the possession of the late Bureau ; the checks drawn on the Bank of the Republic in this city have not been produced or pointed to ; members of certain firms in this city were not called before the court of inquiry to testify that they had *actually paid* the money to claimants ; and the records of the fund turned over to this office are defective. It is believed that the foregoing condition of affairs has been brought about in order to the concealment of wrong-doing.

The withdrawal of certain vouchers from the Treasury by permission of the accounting-officers has aided in this concealment of the facts ; and, besides, a claim on the part of the late Bureau is made that, by the action of the accounting-officers, it was relieved of accountability and responsibility to the United States.

The amount not accounted for, and therefore to be accounted for, is \$131,431.39, or at least \$10,431.39 more than alleged by this Office in its report of August 4, 1873.

I respectfully suggest that the facts now known are more than sufficient to warrant the Secretary of War in filing his protest with the Treasury Department against the passage of the so-called accounts, through the Second Comptroller admitting and certifying them, or otherwise. Further, a request should be made for such prompt legal action as will recover, or cause to be accounted for, the entire amount involved ; and, in addition, as false and fraudulent accounts have been rendered, that violation of law should be duly met.

In transmitting this administrative action to the Secretary of the Treasury, the Secretary of War indorsed the same as follows :

The undersigned, for the reasons set forth in the report of the Adjutant-General's Office, which embraces the proper administrative action as required by law, hereby enters protest against the passage or admission, by the Treasury accounting-officers, of these so-called accounts.

By letter of October 5, 1875, the Secretary of the Treasury advised the War Department "that all the papers in the case have been transmitted to the honorable Second Comptroller, * * * with request that he cause a balance of the account to be certified for suit, as sug-

gested by the Solicitor;" the suggestion of the Solicitor of the Treasury being as follows:

I think that the adjustment, as made by the Second Auditor, should not be admitted and certified by the Comptroller, but that, on the question submitted by the Second Auditor, the credits not supported by vouchers should be rejected, and upon this basis a balance should be stated and sent to this Office for suit, in order that the ascertainment of what is due may be submitted to the proper legal tribunal.

7th. "Rost Home Colony," involving some \$80,000.

This has in part been before the Treasury Department, and was first developed by the commissioners of the Freedman's Savings and Trust Company through their report in Miscellaneous Document 16, House of Representatives, Forty-third Congress, second session. No accounts covering, as required by act of June 15, 1866, (14 Stat., page 65,) have been filed in the Treasury Department, nor can any detailed statement in explanation be found. The War Department holds that accounts in detail, with vouchers, should be rendered; all funds not legally and duly accounted for should be recovered, and action had looking to securing immediately the amount, some \$21,605.83, in the hands of the Freedman's Savings and Trust Company.

The subject was, on June 26, 1875, duly placed before the late Commissioner, who, in reply, has stated that he has no information whatever except what was sent him by the communication of June 26 from this Office. No explanation has been made as to why the amount found in the Freedman's Savings and Trust Company, and placed there by the orders of the late Commissioner, was permitted to remain there instead of transferring it, under War Department Orders No. 55, series of 1872, for the transfer of the late Bureau to the charge of this Office.

By letter of September 21, 1875, the Secretary of War placed the subject formally before the Secretary of the Treasury, concluding as follows:

* * * * *

I now view it as the duty of the Treasury Department to take the necessary steps to secure to the Government the money now with the Freedman's Savings and Trust Company, arising from the Rost Home Colony transaction, and also the large amount which has not been accounted for; that is, the value of the crops, (see estimate, \$80,000 and upward,) less the amount actually deposited with said Freedman's Savings and Trust Company; and to that end I now place the matter before you.

* * * * *

There is no doubt as to the funds being public, and the accountability for them falls clearly under the act of June 15, 1866, entitled "An act to provide for the settlement of accounts of certain public officers."

* * * * *

October 9 the Secretary of the Treasury informed the Secretary of War that the Second Comptroller had been requested "to cause a thorough examination of the whole matter in question to be made, and that he take such further steps as may be deemed necessary to secure to the Government any interest it may have therein, and to cause a proper adjustment of all accounts pertaining thereto." (See note 3, appendix.)

8th. Supplies loaned to planters, involving some \$340,000.

These supplies were, in 1867, purchased, by order of the late Commissioner, from regular appropriations for the support of the Bureau, and loaned to certain planters; notes, bonds, &c., being executed by parties receiving the supplies obligating to repay the cost to the Bureau. The

records indicate that \$141,458.13 were repaid; but there is still due some \$200,000 from planters and others in South Carolina alone. The late Bureau made some efforts to recover, but nothing was said about the matter at the date of transfer to the Adjutant-General's Office, and it was not until July, 1873, that the subject, for the first time, was known to the War Department, when investigations were commenced; but at this date there is but little hope of realizing any part of the amount outstanding.

It is not known if the subject ever received the consideration and sanction of the Treasury Department, but it is presumed not, from the fact that the \$141,458.13 recovered was diverted from the regular Bureau appropriations, and placed with the refugees and freedmen's fund, thus rendering it available for purposes certainly never contemplated by Congress.

9th. Public funds drawn from the United States Treasury to cover a defalcation or embezzlement of a disbursing-officer or agent.

In the course of business during the past year, it was discovered that when Maj. Ben. P. Runkle was relieved from duty as disbursing-officer of the late Bureau at Covington, Ky., he failed to transfer to his successor, Mr. H. H. Ray, all the funds for which he was accountable, but was deficient in the sum of \$5,202.32. This deficit was duly reported by Mr. Ray to the chief disbursing-officer, and was immediately covered by the latter by his official check for the amount drawn on the United States depository at Louisville, Ky., to the order of Mr. Ray, and forwarded to him on the same date as that on which his report of the deficit was received by the chief disbursing-officer. This transaction formed the subject of correspondence by the Secretary of War with the Secretary of the Treasury, and, through the latter, with the accounting-officers and the late chief disbursing-officer of the Bureau.

In his explanation of this transaction the late chief disbursing-officer states that the amount was, as alleged by this Office, twice drawn by him from the public Treasury, but was subsequently re-imbursed to the Government from his *private funds*.

September 22, 1875, by letter, the Secretary of War returned the subject to the Secretary of the Treasury and notified him that the explanations were not satisfactory, concluding as follows:

I cannot escape the belief that the amount involved, \$5,202.32, also the amount, \$1,331.03, previously loaned Ben. P. Runkle, formed part of the moneys above mentioned as not yet accounted for.

Whether ultimate loss results to the Government depends entirely upon the success met with in the collection by the proper officers of your Department of the amounts involved, (the \$15,220.14 and the money realized on investment of public funds in United States bonds;) and when they shall have been secured to the United States, with more propriety may the statement that "I [he, Balloch] raised the amount from private sources and made it good to the Treasury here" be admitted, for, in that event, there will not be outstanding Government funds in use for private purposes.

October 9, the Secretary of the Treasury informed the Secretary of War that the Second Comptroller had been requested "to make a thorough examination of the whole matter in question, and that he take such further steps as may be deemed necessary to secure to the Government any interest it may have therein, and at the same time to cause a proper adjustment of all the accounts of General Balloch."

As will be observed, the aforementioned amount of \$5,202.32 forms no part of, but is additional to, the sum of \$1,331.03 alleged by the late chief disbursing-officer to have been transferred from his private funds

to Runkle to make good certain deficits in his accounts. (See testimony of the late chief disbursing-officer, George W. Balloch, before the Howard court of inquiry, pages 248-9.) (See note 4, Appendix.)

The tabular exhibit herewith submitted by the chief disbursing-officer will indicate the financial operations during the fiscal year ending June 30, 1875.

Very respectfully, general, your obedient servant,

THOMAS M. VINCENT,
Assistant Adjutant-General.

Respectfully submitted to the Secretary of War.

E. D. TOWNSEND,
Adjutant-General.

APPENDIX.

NOTE 1.—Since the date, October 9, of the foregoing report, and in connection with the "*complaint cases*," a letter, dated October 27, through this Office, from the Second Auditor to General Howard, the late Commissioner of the Bureau Refugees, Freedmen, and Abandoned Lands, refers to an additional settlement, confirmed by the Second Comptroller of the Treasury, showing a balance of \$9,063.06 involved in 29 cases due the United States; and in the same connection the late Commissioner's attention is invited to the additional sum of \$13,500, for which false vouchers have been filed in some 120 cases. Total \$22,563.06.

The said letter of the Auditor concludes as follows :

In only about a dozen of the 147 cases in which notice has been sent to you through your attorney, Geo. W. Dyer, has any reply been received; and if you wish to make any explanations or intend to refund the money involved, either in cases in which charges have been already raised or in which notice has been given that charges are about to be raised, you should do so at your earliest convenience before the matter is prepared for suit in the courts.

NOTE 2.—The matter of "criminal prosecution" referred to under heading 4 has been the subject of further correspondence not yet concluded.

NOTE 3.—The matter of the "Rost Home Colony" has been placed before the committee of the House of Representatives appointed to investigate the affairs of the Freedman's Savings and Trust Company and its several branches, under its call for information and papers, dated February 11, 1876.

NOTE 4.—The subject of "public funds drawn from the United States Treasury to cover a defalcation or embezzlement of a disbursing-officer or agent," has, through the development of facts, become connected with the subject of retained attorneys' fees referred to under heading 2.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
OFFICE OF CHIEF DISBURSING-OFFICER, FREEDMEN'S BRANCH,
Washington, D. C., October 8, 1875.

MAJOR: I have the honor to submit herewith tabular exhibits of the financial operations of this office in the payment of "pay, bounty, prize-

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money, and other moneys" due to colored soldiers, sailors, &c., under joint resolution of March 29, 1867, for the fiscal year ending with June 30, 1875.

In conducting the operations of this office an extensive correspondence is necessarily held with claimants and their agents, who are constantly inquiring in regard to claims and fees, as also with the accounting-officers of the Treasury and with the various disbursing-officers engaged in the payment of claims. During the year there have been received seven thousand two hundred and twenty-six letters, two thousand nine hundred and sixty-one fee-bills, and three thousand two hundred and sixty-nine Treasury-certificates, making a total of thirteen thousand four hundred and fifty-six papers received, while seven thousand nine hundred and seven letters and indorsements (exclusive of a large number of printed circulars, &c.,) have been sent out. I am pleased, however, to be able to state that, notwithstanding the great amount of labor involved in so large a correspondence, the current work is uniformly kept up, the records kept perfect and complete, while no inconsiderable labor is regularly expended in the re-arranging and completing of the transferred records of the late Bureau of Refugees, Freedmen, and Abandoned Lands.

The amount appropriated to defray expenses for the past fiscal year was \$85,000, of which there has been expended \$64,118.84, leaving an unexpended balance of \$20,881.16.

Very respectfully, your obedient servant,

JAS. McMILLAN,

Captain Third Artillery, Chief Disbursing-Officer.

Major THOMAS M. VINCENT,
Assistant Adjutant-General.

Abstract of receipts and expenditures for the fiscal year ending June 30, 1875.

PAY, BOUNTY, ETC., DUE COLORED SOLDIERS OR THEIR HEIRS.															
Date.	Amount received.	Amount disbursed.													
		James McMillan, captain Third Artillery, chief disbursing officer, Washington, D. C.	A. K. Arnold, major Sixth Cavalry, New Orleans, La.	George Gibson, major Fifth Infantry, Memphis, Tenn.	A. P. Howe, major Fourth Artillery, Louisville, Ky.	G. G. Hunt, major First Cavalry, New Orleans, La.	P. T. Swaine, lieutenant-colonel Fifteenth Infantry, Saint Louis, Mo.	H. S. Hawkins, captain Sixth Infantry, Nashville, Tenn.	D. H. Brotherton, captain Fifth Infantry, Leavenworth, Kans.	Q. Campbell, lieutenant Fifth Infantry, Leavenworth, Kans.	James Curry, lieutenant Fifth Artillery, Fort Monroe, Va.	E. S. Dudley, lieutenant Second Artillery, Fort Macon, N. C.	J. W. Dillenback, lieutenant First Artillery, Savannah, Ga.	E. H. Totten, lieutenant First Artillery, Charleston, S. C.	Total.
Balance July 1, 1874.	\$581,512 94	\$8,138 70	\$5,448 95	\$6,126 00	\$6,437 69	\$1,815 11	\$1,521 04			\$4,254 16	\$839 97	\$823 80	\$588 56		\$35,993 98
July, 1874.	46,624 63	316 77			6,512 36		624 30			1,107 88	441 86	357 13	2,321 84		11,682 14
August, 1874.	26 00				2,347 88		1,674 24			219 54					
September, 1874.	107,794 43	22,225 31			10,651 82	466 84	1,101 82	\$2,593 58			1,229 15		4,890 61		32,576 73
October, 1874.	23,465 89	7,306 18	5,171 35	5,226 88	11,361 98	15,694 78	792 33	2,366 49			1,748 14		1,515 68		35,782 29
November, 1874.	36,761 98	7,546 63	8,573 69	24,312 49	7,655 73	8,129 54	545 50	1,572 57			1,289 71			\$338 47	72,276 57
December, 1874.	42,556 03	8,189 75	6,382 08	4,930 87	8,167 85	3,530 56	1,164 90	2,116 96			1,891 13			765 00	38,964 01
January, 1875.	44,988 62	10,772 07	10,227 99	8,866 49	13,470 63	13,153 66	16,520 64	3,509 67						1,407 84	48,145 79
February, 1875.	32,385 03	6,529 03	7,016 34	10,295 71	8,970 31	4,120 21	5,110 38	2,419 81			1,237 95			1,342 41	71,838 09
March, 1875.	29,190 21	13,017 45	3,607 84	6,743 88	9,553 09	7,307 90	4,311 74	1,752 75			1,853 41			353 25	47,932 64
April, 1875.	38,678 12	7,088 06	7,963 65	4,323 37	10,455 23	4,051 04	593 11	1,183 84						190 00	47,159 53
May, 1875.	17,734 76	9,942 75	6,485 66	6,628 58	6,668 89	6,791 69	4,763 52								42,610 45
June, 1875.	47,448 22	7,589 84	5,827 64	4,291 11											39,140 28
On hand July 1, 1875.		108,662 54	66,705 19	81,745 38	102,253 46	65,061 33	38,723 52	11,644 95	17,515 67	5,581 58	11,324 29	1,180 93	306 69	4,396 97	524,102 50
		142,381 75	110,241 01	82,976 58	16,788 74	112,246 43	19,301 16	41,128 69							525,064 36
	1,049,166 86	251,044 29	176,946 20	164,721 96	119,042 20	177,307 76	58,024 68	52,773 64	17,515 67	5,581 58	11,324 29	1,180 93	306 69	4,396 97	1,049,166 86

REMARKS.—3,767 claims were paid during the year. The amounts in the hands of local disbursing officers, aggregating \$383,260.33, represent settled claims that have been adjusted at the chief disbursing office in this city for payment to the claimants, and sent to the local officers for that purpose. The payment of these claims involves no labor further than that of identifying the claimants when they shall present themselves.

12 FREEDMEN'S BRANCH OF THE ADJUTANT-GENERAL'S OFFICE.

Pay, bounty, prize-money, &c., due colored sailors and marines or their heirs.

Date.	Amount received.	Amount disbursed.					Total.
		James McMillan, captain Third Artillery, chief disbursing officer, Washington, D. C.	A. K. Arnold, major Sixth Cavalry, New Orleans, La.	H. S. Hawkins, captain Sixth Infantry, Nashville, Tenn.	James Curry, lieutenant Fifth Artillery Fort Monroe, Va.	George Gibson, major Fifth Infantry, Memphis, Tenn.	
Balance July 1, 1874	\$5,715 74						
July, 1874	243 66	\$422 53					\$422 53
September, 1874		24 20					24 20
October, 1874	801 20	141 12					141 12
November, 1874	215 44	340 94			\$45 84		386 78
December, 1874		342 26					342 26
February, 1875		39 43					39 43
March, 1875							
April, 1875							
May, 1875	474 27	15 00		\$90 00			105 00
June, 1875	27 69	22 69	\$440 55				463 24
On hand July 1, 1875		1,348 17	440 55	90 00	45 84		1,924 56
		5,534 72				\$18 72	5,553 44
	7,478 00	6,882 89	440 55	90 00	45 84	18 72	7,478 00

Commutation of rations due colored soldiers.

Date.	Amount received.	Amount disbursed.			Total.
		James McMillan, captain 3d Artillery, chief disbursing officer, Washington, D. C.	George Gibson, major 5th Infantry, Memphis, Tenn.	H. S. Hawkins, captain 6th Infantry, Nashville, Tenn.	
Balance July 1, 1874	\$799 75				
July, 1874					
September, 1874					
October, 1874					
November, 1874			\$109 50		\$109 50
December, 1874					
February, 1874	55 50				
March, 1875	50 75	\$7 50			7 50
April, 1875				\$158 75	158 75
May, 1875				71 25	71 25
June, 1875					
On hand July 1, 1875		7 50	109 50	230 00	347 00
				559 00	559 00
	906 00	7 50	109 50	789 00	906 00

FREEDMEN'S BRANCH OF THE ADJUTANT-GENERAL'S OFFICE. 13

RECAPITULATION.

On what account.	Fiscal year ending June 30, 1875.	
	Received.	Disbursed.
Pay, bounty, &c., due colored soldiers.....	\$1, 049, 166 86	\$524, 102 50
Pay, bounty, prize-money, &c., due colored sailors.....	7, 478 00	1, 924 56
Commutation of rations due colored soldiers	906 00	347 00
		526, 374 06
On hand and in transit.....		531, 176 80
		*1, 057, 550 86
		1, 057, 550 86

* This includes the amount on hand July 1, 1874.

CHIEF DISBURSING OFFICE, FREEDMEN'S BRANCH,
ADJUTANT-GENERAL'S OFFICE, Washington, D. C., October 8, 1875.

I hereby certify that the above is correct.

JAS. McMILLAN,
Captain Third Artillery, Chief Disbursing Officer.

○

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Author	Title
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SIOUX INDIANS.

M E S S A G E

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In response to a resolution of the House of February 3, a report of Lieutenant-Colonel Merritt, of the Ninth Cavalry, charged by the Secretary of War with the duty of making inquiries into the causes of the exhaustion of the appropriation for the support and subsistence of Sioux Indians for the present fiscal year.

MARCH 23, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

To the House of Representatives:

In answer to the resolution of the House of Representatives of the 3d of February last, requesting the President "to require a competent experienced military officer of the United States to execute the duties of an Indian agent so far as to repair to the Red Cloud agency, and, in his discretion, other Sioux agencies, with instructions to inquire into the causes of" the exhaustion of the appropriation for the subsistence and support of the Sioux Indians for the present fiscal year; "as also his opinion as to whether any further and what amount should be appropriated for the subsistence and support of said Indians for the remainder of the current fiscal year," I have the honor to transmit herewith the report of Lieutenant-Colonel Merritt, of the Ninth Cavalry, who was charged by the Secretary of War with the duty of making the inquiries called for by said resolution.

U. S. GRANT.

EXECUTIVE MANSION, *March 23, 1876.*

WAR DEPARTMENT,
Washington City, March 22, 1876.

SIR: I have the honor to return, herewith, the House resolution of February 3, 1876, requesting the President of the United States to require a military officer to investigate the cause of the exhaustion of the appropriation for the subsistence and support of the Sioux Indians for the current fiscal year, left by you at the Department, with copy of the report of the officer assigned to this duty (Lieut. Col. W. Merritt, Ninth

Cavalry,) regarding the deficiency of Indian supplies at Red Cloud agency, as called for by said resolution. The report is accompanied by a list of heads of Indian families at Red Cloud agency entitled to receive rations.

Very respectfully, your obedient servant,

ALPHONSO TAFT,
Secretary of War.

To the PRESIDENT of the United States.

Forty-fourth Congress, first session.

CONGRESS OF THE UNITED STATES,
IN THE HOUSE OF REPRESENTATIVES,
February 3, 1876.

Mr. Atkins, from the Committee on Appropriations, submitted the following, which was agreed to :

It appearing from the letter of the Secretary of the Interior, (Executive Document No. 57,) addressed to the Speaker of this House, and from the papers accompanying the same, that the appropriation for the subsistence and support of the Sioux Indians for the current fiscal year is already exhausted ; and a deficiency appropriation of \$225,000 being asked for, and it being alleged that a portion of said first-named appropriation was misapplied in the subsistence and support of other than Sioux Indians : Be it

Resolved, That the President of the United States be respectfully requested, under the power given him by law, to require a competent experienced military officer of the United States to execute the duties of an Indian agent, so far as to repair to the Red Cloud agency, and, in his discretion other Sioux agencies, with instructions to inquire into the causes of said deficiency, and to report them to the President with all practicable dispatch ; as also his opinion as to whether any further and what amount should be appropriated for the subsistence and support of said Indians for the remainder of the current fiscal year.

Attest:

GEO. M. ADAMS, *Clerk.*

[Special Orders No. 21.]

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, Ill., February 29, 1876.

Lieut. Col. Wesley Merritt, Ninth Cavalry, will repair to the Red Cloud agency, Nebraska, for the purpose of making the investigation and report called for in a resolution of the United States House of Representatives, of the 3d instant, a copy of which will be furnished for his information and guidance. Should he find it necessary, while conducting the inquiry with which he is charged, to visit other agencies of the Sioux tribe, he is hereby authorized to do so.

On the completion of the investigation, Lieutenant-Colonel Merritt will return to these headquarters.

By command of Lieutenant General Sheridan :

R. C. DRUM,
Assistant Adjutant-General.

Official:

R. C. DRUM,
Assistant Adjutant-General.

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, Ill., March 17, 1876.

SIR: In compliance with Special Orders No. 21, dated these headquarters, February 29, 1876, I proceeded to the Red Cloud Indian agency for the purpose of making the investigation called for in a resolution of the United States House of Representatives, of February 3, and have the honor to submit the following report as the result of my investigation:

I would premise that, in making this investigation, I was forced to rely on such statements as were made by the Indian agent and his employés, and that because of their lack of information on many points with reference to which all knowledge is confined to the Indian Department in Washington, my report, in some particulars, may be incomplete. In regard to everything of which they had knowledge, the Indian agent and his employés gave me all required information.

1st. The following is a list of the supplies needed to feed the Indians now reported at the Red Cloud agency for the remainder of the fiscal year, viz:

Coffee, 26,400 pounds; sugar, 52,800 pounds; bacon, 92,400 pounds; flour, 330,000 pounds; beef, 3,636,000 pounds, gross.

2d. The cost of the supplies, transportation not included, is reported as follows:

Beef, \$2.46½ per 100 pounds, gross; bacon, \$14.90 per 100 pounds, gross; flour, \$2.88½ per 100 pounds, gross, delivered at Sidney or Cheyenne; corn, \$3.50 per 100 pounds, gross, delivered at Red Cloud agency; coffee, \$21.37 per 100 pounds, gross; sugar, \$8.94 per 100 pounds, gross; beans, \$3.28 per 100 pounds, gross; tea, 30 cents per pound; tobacco, 55 cents per pound; soap, 6⅙ cents per pound.

3d. The only information I could gather in regard to the cost of transportation of these supplies is contained in the following extract from the transportation contract furnished me by the Indian agent, viz:

That said party of the second part agrees to receive in the cities of New York, Philadelphia, Chicago, Baltimore, Saint Louis, Saint Paul, Sioux City, and Kansas City, between the date of this agreement, and the 30th of June, 1876, all such goods and supplies as may be purchased by the Indian Department for the fiscal year ending on said 30th of June, 1876, the same to be shipped in sound and water-proof cars, and good covered wagons, to the following-named points, and at the rate hereto annexed, viz:

From New York, Philadelphia, and Baltimore, to Cheyenne, Wyo., or Sidney, Nebr., at the rate of \$1.05 per 100 pounds; and from Sioux City to same points, \$1.31 per 100 pounds; and from Saint Paul to same points, \$1.21 per 100 pounds; and from (blank in original,) to same points, \$1.76 per 100 pounds. From New York, Philadelphia, Baltimore, to Red Cloud agency, at the rate of \$2.70 per 100 pounds, and from same points to Spotted Tail agency, at the rate of \$1.75 per 100 pounds.

4th. The ration issued at the agency since the 3d of December, 1875, during the service of the present agent, is as follows:

Two pounds coffee to the 100 rations; four pounds sugar to the 100 rations; seven pounds bacon to the 100 rations; five pounds beans to the 100 rations; twenty pounds flour to the 100 rations; 300 pounds beef, gross, to the 100 rations.

5th. The Indians now fed at the agency number 13,000, (approximated.)

THE DEFICIENCY.

The supplies enumerated in first, constitute the deficiency at this agency. This deficiency results, it is claimed, from feeding the visiting Indians who belong to other agencies, and to the northern wild tribes, during the past year, and also to the short appropriation for the year.

The deficiency from feeding the visiting Indians is a matter easy of calculation, and there should be a corresponding surplus at the agencies from which these Indians came. In pursuance of this branch of the investigation, I found the visiting Indians fed at Red Cloud agency to be as follows, viz:

Santees, Yanktonnais, and Yanktons.....	300
Cheyenne River agency	3,000
Standing Rock agency	1,80
Spotted Tail agency.....	7,500
Lower Brulés.....	400

It is claimed that all the above-named Indians, except the Spotted Tail agency Indians, were fed for six weeks, the latter for only ten days. This last was compensated for by feeding the visiting Indians at the Spotted Tail agency for ten days or more. This information, given me by Mr. Hastings, agent at Red Cloud, as coming from Mr. Howard, agent at Spotted Tail, and vouched for by the latter's chief clerk, now at Red Cloud, removed the necessity for my visiting the Spotted Tail agency, as I had intended to do. The chief clerk also informed me that there was no deficiency at the Spotted Tail agency, but barely enough supplies, used with economy, to get through the year.

All my inquiries convinced me that the Department at Washington must know more of the causes of the deficiency and the management of the supply department than the agents do, or at least more than they are willing to tell. The agent at Red Cloud could not tell me how much had been appropriated to the support of his agency during the year, nor how much had been expended. He reported all records of the agency bearing on these points, if there ever had been any, either lost, destroyed, or carried away by his predecessor in the agency.

I could not discover that estimates for supplies are made in any regular manner. The Indian agent, it appears, reports the number of Indians at his agency, and the supplies are apportioned and forwarded by the Department. It also appears that, though quarterly returns of the supplies on hand are required at the Indian Department from the agencies, no regular form of return is prescribed, and that no retained reports are kept, at least at the Red Cloud agency. I mention these matters to indicate how difficult it is to make an intelligent investigation under the circumstances.

In this connection I would call attention to the fact that there are two kinds of rations or allowances which enter into this question of supplies. The one I have given above in four is the ration now issued to the Indians at Red Cloud. The other is Government allowance or ration, as follows: Four pounds coffee to the 100 rations; eight pounds sugar to the 100 rations; seventy-five pounds flour to the 100 rations; one pound salt to the 100 rations; one pound soap to the 100 rations; one-half pound tobacco to the 100 rations; three hundred pounds fresh beef, gross, or one hundred and fifty pounds, net, to the 100 rations. One pound of bacon four times a month to each person, in lieu of beef.

With the ration as now issued, the agent tells me, the Indians are well satisfied. Its cost is about half of the ration allowed by Government.

THE APPROPRIATION.

As I have intimated, it is difficult to arrive at the exact figures of the amount to be appropriated to cover the deficiency and feed the incoming Indians. I think I can safely say that the estimate given below is not too small, as it is based on figures and facts given me by those who are sufficiently interested in making the sum as large as it can properly be

made. Besides, when in doubt, I have erred, if at all, in favor of the appropriation rather than against it.

I find the amount needed to supply the 13,000 Indians now at the Red Cloud agency, estimating from the time of expiration of present supplies as reported by agents, to be \$134,711. In case there is not a surplus at the agencies of the Missouri River, arising from their two months' or more absence from their agencies, this amount will be necessary to feed the Indians reported at Red Cloud.

The agent at Red Cloud informed me that since the 10th of last month, though he had been feeding the ration as reported, the beef issued was "borrowed beef." Seven hundred and thirty-five head of beef-cattle, said to be "borrowed," have been issued since the year's supply of beef has been exhausted. The "borrowed beef," the agent says, arises from an arrangement made by the Commissioner of Indian Affairs by which beef is taken from the other agencies and given to the Red Cloud agency until the deficiency is made up.

The Department in Washington can explain this transaction, of which no agent can be thoroughly informed, from the nature in which supplies are managed in the Indian Department.

APPROPRIATION FOR INDIANS EXPECTED TO COME TO AGENCY FROM THE NORTHERN TRIBES.

The agent at Red Cloud informed me that the Indians at the agency had considerably increased in numbers since his predecessor's last issues. These indicated the presence of from 8,000 to 10,000 Indians at the agency. The agent now claims, as has been stated, 13,000. He estimates that 2,000 more will probably come into the agency to be fed. The cost of supplies for this number of Indians for four months is found to be \$22,545, which should be appropriated for the support of the Indians coming to the agency from the north. As no new Indians had arrived at the agency, not included in those reported at the agency, it would seem that the above amount is not too small.

In addition to the causes given in the foregoing for the deficiency at the Red Cloud agency, I would respectfully call attention to the fact that these Indians have never been properly counted. They are estimated by lodges, the numbers in which are reported by the Indians. This being the case, the number of Indians reported at the agency is more or less fictitious, depending on the quantity of stores on hand, the character of the weather, and resulting from the character of the agent and of the Indians. If supplies are plenty, the agent is, perhaps, not so careful of restricting the number of Indians reported to the least possible; if the weather is inclement, the Indians exaggerate their numbers, in order to secure a more abundant supply of food for consumption and barter. To illustrate, during the last month (November, 1875) that Dr. Saville, former agent, controlled at Red Cloud agency, the issue of beef between the 1st and 20th of the month differed by 123 head of cattle, representing a decrease of over 3,300 Indians in that time. The present agent thinks Saville's last estimates of the number of Indians much too small. It must be attributed to other causes than the departure of that number of Indians from the reservation; possibly to a scarcity of supplies, perhaps to an impending investigation of the affairs at the agency. When I proposed to have the Indians at the agency counted, I was told, by both military and Indian officials, that it would be impracticable without a larger force of troops than was available. The Indians should be carefully counted, and their numbers verified at least once a month.

A great loss of supplies, as food, results from issuing flour instead of hard bread to the Indians. I am told that the Indians underrate the value of flour as food, because they do not understand how to use it properly, and that they will give a sack of their flour for a few pounds of hard or other bread. The truth is, they dispose of their flour and get little or nothing in return for it.

I respectfully call attention to the clause in contract, extract in foregoing, which provides for delivery of supplies at Red Cloud and Spotted Tail agencies. If it is not a clerical error, it must arise from a want of knowledge of the exact location of these two agencies. In reality, Red Cloud is nearer than Spotted Tail to both Sidney and Cheyenne—to Sidney by about fifteen miles, and to Cheyenne by about forty.

The agent at Red Cloud thinks it would be better in every view of the case to ship freight for both agencies *via* Sidney.

I inclose list of Indian heads of families now reported at Red Cloud agency. The figures indicate the number of heads of beef the families under these sub-chiefs are entitled to.

Very respectfully, your obedient servant,

W. MERRITT,
*Lieutenant-Colonel Ninth Cavalry,
Brevet Major-General U. S. Army.*

Forwarded by Lieutenant-General Sheridan.

March 18, 1875.

Official copy.

E. D. TOWNSEND,
Adjutant-General.

W. D., A. G. O., March 20, 1876.

List of heads of families (Indians) at Red Cloud Agency entitled to receive rations.

SIOUX LIST.

No Water	20	Black Horn	1
Afraid of Bear	1	Blunt Arrow	1
American Horse	4	Black Bull	1
Lodge-Skin Shirt }	1	Swift Bird }	1
Black Spotted Horse }	1	Takes Things }	1
Between Lodges	2	Rapid Water }	1
Black Bear	1	Washerwoman }	1
Blue Horse	1	John Bear }	
Bear Killer	1	Wood }	
Big Crow	3	Sand }	1
Blue Horse No. 2	1	Frog }	
Big Weeds	1	Two Eagle	2
Bob-Tail	2	Elk Head	2
Big Ribs	1	Big-Belly Wolf, 20 days.	
Black War Bonnet	1	Buck-parts	1
Bear-goes-around	1	Bear's Foot	1
Big Foot	1	Badly Frightened	1
Bad Wound	2	Bald-Face Bull	1
Brush-Breaker	1	Calf-Skin Shirt	2
Bizzard }	1	Cut Hand	2
Medicine Horse }	1	Cedar Face, 20 days.	
Biting-Dog	1	Captain Long Dog	1
Big Head	1	Cloud Shield	1
Black Bear	2	Charging Shield	2
Black Hawk	1	Crooked Eyes	2
Big Star	1	Cherry Seed	1
Black Dog	1	Chicken-Packer, 20 days.	

Sioux list—Continued.

Big White Horse.....	1	Died in Lodge.....	1
Bad Hand.....	1	Day.....	2
Fast Thunder.....	2	Face.....	3
Feather Man.....	1	Feather on Head.....	2
Four Hands.....	1	Man Afraid Horses, jr.....	4
Grass.....	1	Man Afraid Horses, sr.....	1
Hunts the Enemy.....	2	Mule Head.....	1
Hairy Leggins.....	1	Old Eagle.....	1
Hand.....	2	Old Arapahoe.....	2
Hunts his Horses.....	2	Old Warrior.....	1
High Wolf.....	3	One-dont-plait-his-hair.....	1
Half Rope.....	1	Owl Shield.....	1
High Bear.....	1	Old Stabber.....	1
Hole-in-ground.....	1	Old Bear.....	3
Iron Cane.....	1	Pacer.....	2
Hump Ribs.....	3	Pawnee Killer.....	2
Kicking {.....	1	Pumpkin Seed.....	1
Fire-Crow {.....	1	Pretty Crow.....	2
Keeps the Battle.....	1	Poor Elk.....	2
Living Bear.....	1	Quick Bear.....	1
Long Bull.....	1	Red Cloud.....	2
Long Whirlwind.....	1	Race Horse.....	2
Lone Wolf.....	1	Red Top.....	1
Little Dog.....	1	Red Fly.....	1
Spotted Horse {.....	1	Red Dog.....	1
Left Hand {.....	1	Rockey Bear.....	1
Sallie Mills {.....	1	Grey Eyes {.....	1
Lodge Shadow.....	1	Louse {.....	1
Long Wolf.....	1	Red Beaver {.....	2
Little Chief.....	1	Red Leaf.....	1
Lightning Striker {.....	1	Sitting Bull.....	1
Black Heart {.....	1	Swimming Over.....	1
Little Wound.....	5	Spotted Cow.....	3
Stand Up {.....	1	White Man's Bear.....	1
Racer {.....	1	Wolf Ear.....	1
Little Crow {.....	1	Wolf-Road.....	1
Red Bear {.....	1	White White.....	2
Shoulder {.....	1	White Crane Walking.....	3
Turning Over {.....	1	White Goose {.....	1
Spider.....	1	White Bear {.....	2
Sorrel Horse.....	1	White Thunder.....	1
Slow Horse.....	1	Walking Eagle.....	2
Slow Bull.....	1	White Bull.....	1
Small Bull.....	1	Yellow Shirt.....	1
Sword.....	3	Yellow Hair.....	1
Stabber.....	1	Yellow Robe.....	2
Screw, or Little Moon.....	1	White Tail.....	1
Scraper and Guts.....	1	Whetstone.....	1
Turkey Legs.....	2	Man Marries Yancton.....	1
Three Stars.....	1	Two Bulls.....	1
Two Lance.....	2	Torn Belly.....	1
Thunder Hawk.....	1	Tod Randall {.....	1
Trunk.....	1	Old Beads {.....	1
Thunder Hawk No. 2.....	1	Wolf Catcher {.....	1
Torn Blanket {.....	1	Two Tails {.....	1
Roan Horse {.....	1	Tongue.....	1
White Lodge, 20 days.....	1	The Fly.....	1
White Eyes.....	1	White Skirt, 20 days.....	3
		White Cow Killer.....	3

CHEYENNE LIST.

Antelope Skin.....	1	Little Wolf.....	3
Arapahoe Chief.....	1	Left Hand.....	1
American Horse.....	1	Limber.....	2
Big Head, 2 E. D.....	1	Red Neck {.....	1
Black Wolf.....	1	Long Mandan {.....	1

Cheyenne list—Continued.

Big Wolf	1	Duck	1
Broken Chin, 20 days.		Red Antelope }	1
Black Antelope }	1	Bald-Face Bull	1
Bull Head	1	Living Bear	1
Black Horse	1	One-Eyed White Man	1
Black Bear	1	Yellow Wolf	1
Black Rock }	1	Wolf	
Long Hair }	1	Pawnee }	1
Bull A	1	Better Woman }	
Big Left Hands	1	Wolf Man }	
Slow Horse }	1	Nigut Setter }	1
Dusting Bull }	1	No Account }	
Elk Eye }	1	Mischief Maker	1
Elk Gets Up }	1	Medicine Wolf	2
Foundered Horse	1	Never Full	1
Gambler	1	Old Grey Hair	1
He Wolf	1	Old Wolf	2
Iron Shirt, 20 days.		Old Slab }	1
Itching	1	Wolf-Eater }	
White Crow	1	Plenty Bear	1
Crow	2	Red Owl	1
Cut Nose	1	Sitting Bear }	1
Split-Nose Crow	1	Red Blanket }	
Crazy Head	1	Standing Elk	2
Two Hill	1	Snow Bird	1
Short Antelope	1	Swimming Blanket }	1
Iron Shirt, 2 E. O. T.	1	Sleeping Rabbit }	
Plenty Crow	1	Vermilion	1
Spotted Wolf	1	Wild Hog	2
Poor Bull	1	Lone Wolf }	1
Dull Knife	2	Black Horn }	
Many Camps	1		

ARAPAHOE LIST.

Feather-on-Head	1	Spotted Horse	2
Iron Pipe	1	Yellow Eyes	2
Little Wolf	2	Road of the Sun	1
Six Feather	2	Fox	1
Spotted Crow	2	Little Shield	1
Sharp Nose	4	Dog Chief	1
Spoon Hunter	1	Big Bear's Track	1
Died Old	1	Kill	37
Short Shoulder-Blade	2	Crazy Bull	2
Cherry }	1	Curley Hair	1
White Horse }	1	Friday	4
Wood	1		

[Indorsement.]

HEADQUARTERS MILITARY DIVISION MISSOURI,
Chicago, March 19, 1876.

Respectfully forwarded to the Adjutant-General of the Army.
This list was inadvertently omitted to be inclosed in Colonel Merritt's report, forwarded on the 18th instant.

P. H. SHERIDAN,
Lieutenant-General, Commanding.

Official copy.

E. D. TOWNSEND,
Adjutant-General.

W. D., A. G. O., MARCH 21, 1876.

DEFALCATION OF WILLIAM T. COLLINS.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

IN REPLY TO

House resolution of March 14, 1876, in relation to defalcation of William T. Collins, late pension-agent at Washington, D. C.

MARCH 27, 1876.—Referred to the Committee on Invalid Pensions and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, March 22, 1876.

SIR: I have the honor to acknowledge the receipt of a resolution, adopted in the House of Representatives on the 14th instant, in the following language, viz:

Resolved, That the Secretary of the Interior be directed to communicate to this House the amount of defalcation of William T. Collins, late pension-agent at Washington City; who are his bondsmen, and for what amount; what steps have been taken for the recovery of said defalcation, and where the said William T. Collins is now residing.

The resolution was duly referred to the Commissioner of Pensions for report, and I now have the honor to transmit a copy of a communication addressed to me on the 20th instant by that officer, containing a history of the defalcation referred to in the resolution, and inclosing sundry papers which are also herewith, viz:

Statement showing the indebtedness, to the United States, of William T. Collins, late pension-agent at Washington, D. C., as appears from the books of the Pension-Office and of the Third Auditor of the Treasury, marked "A;"

Copy of a letter, dated January 31, 1872, from the Commissioner of Pensions to this Department, marked "B;"

Copy of a letter, dated March 15, 1872, from the Commissioner of Pensions to the Second Comptroller of the Treasury, marked "C;" and

Copy of a letter, dated May 31, 1872, from the Commissioner of Pensions to this Department, marked "D."

I have the honor to also inclose the following-named copies of letters, bearing upon the subject, which appear from the records of this Department, to wit:

Copy of a letter, dated January 31, 1872, from this Department to the honorable Secretary of the Treasury, marked "E;"

Copy of a letter, dated March 27, 1872, from the same to the same, marked "F;" and

Copy of a letter, dated July 11, 1872, from the same to the same, marked "G."

In answer to the several inquiries contained in the resolution, I have the honor to reply, *seriatim*, as follows:

1. That the exact "amount of defalcation of William T. Collins, late pension-agent at Washington City," is not known to this Department, but that it is believed that said defalcation will approximate the sum of fifty thousand dollars;

2. That the names of the bondsmen of said William T. Collins, and the amounts for which they respectively became liable thereby, are as follows: Cary M. White, \$5,000; Francis McGhan, \$30,000; Robert Boyd, \$10,000; Milton A. Ward, \$10,000; Newton Crawford, \$10,000; Horatio R. Merryman, \$5,000; William H. Slater, \$12,000; Joseph F. Brown, \$120,000;

3. That, so far as this Department is officially informed, no "steps have been taken for the recovery of said defalcation;" and

4. That it is not known to this Department "where the said William T. Collins is now residing."

In further explanation of the foregoing replies, I have the honor to submit the following statement:

That, whereas the net balance due the United States by said pension-agent is shown by the books of the Pension-Office to be \$49,344.50, said balance appears from the books of the Third and Fourth Auditors of the Treasury to amount to the sum of \$51,944.41, showing a discrepancy of \$2,599.91, which appears from the report of the Commissioner of Pensions to be the result of disallowances or suspensions of imperfectly executed or otherwise defective vouchers, of which the Pension-Office has no information; that repeated efforts were made by this Department, and by the Pension-Office, to have the accounts of said pension-agent adjusted by the proper officers of the Treasury Department, in order to ascertain the true amount of his indebtedness to the Government, which was deemed an important prerequisite to legal proceedings against him and his bondsmen; that to the failure of the Treasury Department to inform this Department of the amount of such indebtedness, is to be attributed the fact that, so far as I am informed, no legal proceedings have ever been taken to recover the amount of the defalcation; and that it appears from the Commissioner's report (copy herewith) that the wife of said William T. Collins resides at Johnson, Lamoille County, Vermont, and, from information furnished by her to the pension-agent in this city, that said Collins is at present residing in the State of Minnesota.

I am, sir, very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

Hon. M. C. KERR,
Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR, PENSION-OFFICE,
Washington, D. C., March 20, 1876.

SIR: In compliance with resolution of House of Representatives, of March 14, 1876, as follows:

Resolved, That the Secretary of the Interior be directed to communicate to this House the amount of defalcation of William T. Collins, late pension-agent at Washington City; who are his bondsmen, and for what amount; what steps have been taken for the recovery of said defalcation, and where the said William T. Collins is now residing" —

I have the honor to submit the following report :

1. The net balance due the United States from William T. Collins, on the 29th January, 1872, when he surrendered the agency, as shown by the books of this Office, was, on account of Army pen-

sions.....	\$49,513 45
Less amount on account of Navy pensions due him.....	168 95

Net total.....	49,344 50
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as shown in detail in statement herewith, marked "A."

The balance due, as stated by the Third Auditor, on account of Army pensions, is.....	\$51,346 13
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As stated by Fourth Auditor, on account of Navy pensions,	598 28
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Total.....	51,944 41
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The difference between the balance as shown by the books of this Office, \$49,344.50, and the statements of the Third and Fourth Auditors, \$51,944.41, amounting to \$2,599.91, is caused by disallowances or suspensions of imperfectly executed or otherwise defective vouchers, of which this Office has no information, the vouchers passing direct from pension-agents to the accounting-officers. On final settlement, a large number, if not all, of these vouchers will be allowed to the agent's credit.

2. The amount of Mr. Collins's official bond is \$100,000, signed by the following-named sureties, who justified in the amounts set opposite their names: Cary M. White, \$5,000; Francis McGhan, \$30,000; Robert Boyd, \$10,000; Milton A. Ward, \$10,000; Newton Crawford, \$10,000; Horatio R. Merryman, \$5,000; William H. Slater, \$12,000; Joseph F. Brown, \$120,000.

These sureties, with the exception of William H. Slater and Francis McGhan, who died some time since, and Joseph F. Brown, who is in Madison, Ind., are still, I understand, residents of this city.

3. The measures taken to recover the defalcation, as far as this Office is concerned, are fully set forth in the letters of Commissioner J. H. Baker on the subject, copies of which are inclosed, and which may be summarized as follows:

The agency was closed, and the books, records, and check-stubs transferred to this Office on the 29th January, 1872. On the 31st of the same month, the honorable Secretary of the Interior was asked, (see copy of letter marked "B,") in view of the apparent condition of Mr. Collins's books, to request the Treasury Department to make a special settlement of his accounts, that proper steps might be taken to protect the interests of the Government. Shortly after, personal inquiry at the offices of the Third Auditor and Second Comptroller was answered by the assurance that a settlement would be made within a week. After waiting until March 15, following, a letter (copy herewith, marked "C") was addressed to the Second Comptroller, urging a speedy settlement, and a demand upon Mr. Collins for the balance due, as it was suspected that he was about disposing of his property (principally invested in the "Grand Army Journal") and preparing to leave the city.

On the 31st May, 1872, another letter was addressed to the honorable Secretary of the Interior, (copy herewith, marked "D,") giving the status of the matter to that date, and suggesting that the delay of the Treasury Department in making the settlement so frequently urged had endangered the solvency of the bond, and was in every way detrimental to the prestige and good name of this Bureau and the interests of the Government. The matter was then left in the hands of the proper ac-

counting-officers of the Treasury Department, and, although frequent verbal inquiries have been since made as to the disposition made of the case, this Office is not officially advised of any action having been taken to recover the amount of Government funds converted to his own use by Mr. Collins.

4. As Mr. Collins is a pensioner on the Washington roll, and the agent's accounts report payments to have been regularly made to him, a note was addressed to Colonel Cox asking to be furnished his present post-office address. Colonel Cox replies, under date of 18th instant, that the address of William T. Collins is unknown to him; that since March 4, 1872, his pension has been made payable to the order of his wife, Mrs. A. A. M. Collins, residing at Johnson, Lamoille County, Vermont. He states that Mrs. Collins has informed him that her husband is in Minnesota, but did not give any special address, as she was not required to. He further reports that these payments have been made to Mrs. Collins on the authority and under the directions of the Second Comptroller of the Treasury.

This Office was unaware of this state of affairs, which appears to be in direct violation of sections 4765 and 4766 Revised Statutes, but the agent explains that he believed the instructions of the Second Comptroller mandatory upon him, and had therefore paid the wife. Without desiring to invite a collision with the Second Comptroller's Office, I respectfully suggest that there do not appear sufficient reasons (admitting the competency of the wife to receipt for and receive the check) why particular indulgence should be extended in this case. One effect of the course pursued is to permit the defaulter to conceal his whereabouts and avoid arrest if the Government determined to proceed against him.

Very respectfully,

CHARLES R. GILL,
Commissioner.

Hon. Z. CHANDLER,
Secretary of the Interior.

A.

Army pension account with W. T. Collins.

June 30, 1871.—Balance due from him, appropriation 1870-'71....	\$1,410 12	
January 29, 1872.—Balance due from him, appropriation 1871-'72.	68,868 15	
		\$70,278 27
Credits:		
Balance of deposit at New York not covered in	3,335 56	
Balance of deposit at Washington not covered in	17,429 26	
		20,764 82
Balance due on Army account		49,513 45

His account at Third Auditor's.

June 30, 1871.—Balance due from him on last settlement, after sundry disallowances and suspension of imperfectly executed vouchers	\$2,192 20	
January 29, 1872.—Balance due him from last settlement, after sundry disallowances and suspensions of imperfectly-executed vouchers	69,918 75	
		\$72,110 95
Credits:		
Balance of deposit at New York and Washington not covered in, (as above).	20,764 82	
		51,346 13

Of the disallowances are \$115 for advertising; double charges of bills for stationery, and a considerable amount for fees on asylum-vouchers. Each voucher contains many names, each charged 30 cents per name. Many of the suspensions on imperfect vouchers will be finally allowed.

Navy account.

June 30, 1871.—Balance due him, owing to \$1,033 error in his account—over-deposited, appropriation 1870-'71	\$1,088 08
January 31, 1872.—Balance due from him on appropriation 1871-'72	919 13
Balance due to him	168 95

His account at Fourth Auditor's.

Balance due from him on last settlement, after sundry disallowances and suspension of imperfect voucher, appropriation 1870 and 1871-'72	\$593 28
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Of the disallowances and suspensions is a charge for compensation at \$500 per annum, which, if not included in Third Auditor's account, will be admitted.

The above statement makes no allowance for checks which have not been presented for payment, and, if any, will increase the balance due from the agent.

B.

DEPARTMENT OF THE INTERIOR, PENSION-OFFICE,
Washington, D. C., January 31, 1872.

SIR: In view of the apparent condition of the accounts of W. T. Collins, late United States pension-agent in this city, I have the honor to respectfully recommend that the Secretary of the Treasury be requested to cause the settlement of his accounts by the proper accounting-officers to be made special, with a view of determining their exact condition, and that such other steps as the integrity of the service may require may be taken.

I have the honor to be, very respectfully, your obedient servant,

J. H. BAKER,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

C.

DEPARTMENT OF THE INTERIOR, PENSION-OFFICE,
Washington, D. C., March 15, 1872.

SIR: I respectfully beg leave to call your attention again to the accounts of W. T. Collins, esq., late pension-agent in this city, as it is a matter of much anxiety and solicitude to this Department.

From information recently received, there appear to be additional reasons for a speedy settlement, and demand upon him for the balance due.

I have the honor to be, very respectfully, your obedient servant,

J. H. BAKER,
Commissioner.

Hon. J. M. BRODHEAD,
Second Comptroller.

D.

DEPARTMENT OF THE INTERIOR, PENSION-OFFICE,
Washington, D. C., May 31, 1872.

SIR: I have the honor to submit to you the following statement relative to the accounts of W. T. Collins, late United States pension-agent in this city.

On the 29th day of January, 1872, the agency was closed under your instructions, and the records, rolls, and check-stubs transferred to this Office.

On the 31st of January, it having been sufficiently established that a defalcation to the amount of near \$60,000 existed; that the bondsmen were then possessed of property that would enable the Government to recover upon the bond; that possibly there was in the hands of Mr. Collins property or means to partially meet the defi-

ciency; and, moreover, that justice might require the institution of criminal proceedings against the defaulter, this Office addressed the following letter to the honorable Secretary of the Interior:

“DEPARTMENT OF THE INTERIOR,
“*Pension-Office, January 31, 1872.*”

“SIR: In view of the apparent condition of the accounts of W. T. Collins, late United States pension-agent in this city, I have the honor to respectfully recommend that the Secretary of the Treasury be requested to cause the settlement of his accounts by the proper accounting-officers to be made special, with a view of determining their exact condition, and that such other steps as the integrity of the service may require may be taken.

“I have the honor to be, &c.,

“J. H. BAKER,
“*Commissioner.*”

“Hon. C. DELANO,
“*Secretary of the Interior.*”

Some weeks later, ascertaining that the accounts had not reached a final settlement, I called upon the Second Comptroller and Third Auditor in person, and received from the former the assurance that there should be no delay in his Office after the receipts of the accounts from the Third Auditor; and that if the accounts came from the Auditor within a day or two, the demand upon the pension-agent would be made early the coming week.

I repaired to the Auditor's Office and awaited the completion of the accounts, which were signed in my presence, and I was distinctly informed that they could be transmitted to the Comptroller at once.

On the 15th of March, learning that no demand had yet been made, I addressed to the Second Comptroller a letter, of which the following is a copy:

“MARCH 15, 1872.

“SIR: I respectfully beg leave to call your attention again to the accounts of W. T. Collins, esq., late pension-agent in the city, as it is a matter of much anxiety and solicitude to this Department.

“From information recently received there appears to be additional reason for a speedy settlement, and demand upon him for the balance due.

“I have the honor to be, &c.,

“J. H. BAKER,
“*Commissioner.*”

“Hon. J. M. BRODHEAD,
“*Second Comptroller.*”

MEM.—The information referred to was, that he was about disposing of the Grand Army Journal and perfecting his arrangements to leave the city. Again becoming impatient, I called upon the Comptroller in person early in April, and have by messenger called and made repeated inquiries, urging the settlement of these accounts, and a demand upon the defaulting officer for the balance standing against him, which is a necessary preliminary to legal proceedings, either civil or criminal.

To this date I am advised that this demand has not been made. It is held by legal authority to be essential to a successful prosecution under the act of August 6, 1846; it is necessary as the initiative to proceedings upon his bond, and until suit is entered the bondsmen can dispossess themselves of their property and place it beyond the reach of the Government.

I respectfully submit, sir, that the delay in the settlement of these accounts has endangered the solvency of his bond, has enabled the delinquent to dispose of whatever property or means he had in possession, and has in every way been detrimental to the good name and prestige of the service and the interest of the Government.

I have the honor to be, very respectfully, your obedient servant,

J. H. BAKER,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

E.

DEPARTMENT OF THE INTERIOR,
Washington, January 31, 1872.

SIR: In view of the apparent irregularities in the accounts of W. T. Collins, late United States pension-agent in this city, his resignation as such agent has been ac-

cepted by this Department and his office closed until a successor shall have been appointed and qualified.

I have the honor to request that a settlement of said Collins's accounts be made at the earliest practicable day, in order that their exact condition may be known. With a view to commencing suit upon his bond, and instituting such criminal proceedings against him as may be deemed necessary and proper, I particularly desire that the settlement of his accounts be made special.

I am, sir, very respectfully, your obedient servant,

C. DELANO,
Secretary.

The Hon. SECRETARY OF THE TREASURY.

F.

DEPARTMENT OF THE INTERIOR,
Washington, March 27, 1872.

SIR: I have the honor to inform you that William T. Collins, late pension-agent in this city, is found to be a defaulter in a sum approximating \$57,000, and I am desirous that legal proceedings shall be instituted for the recovery of the amount, and for the punishment of the defaulter. Before any steps can be taken in that direction, however, it is necessary that the account between Mr. Collins and the United States shall be stated by the proper officers of your Department, and that a demand be made for payment of the amount found to be due.

It is now some weeks since Mr. Collins's defalcation has been known to this Department, but up to this time no definite statement of his indebtedness has been made by any officer of your Department. It is of the utmost importance that this matter should receive prompt attention, and I respectfully suggest that you instruct the proper officer of your Department to expedite the examination and adjustment of Mr. Collins's account by all proper means.

I am, sir, very respectfully, your obedient servant,

C. DELANO, *Secretary.*

The Hon. SECRETARY OF THE TREASURY.

G.

DEPARTMENT OF THE INTERIOR,
Washington, July 11, 1872.

SIR: I have the honor to invite your attention to a communication addressed to me on the 5th of June last, (copy herewith,) by Hon. J. H. Baker, Commissioner of Pensions, in regard to the long and damaging delay which has occurred in the statement of the account of W. T. Collins, late United States pension-agent in this city, who is a defaulter for some \$60,000.

As it appears from this letter that no suit against said Collins and the sureties on his bond can be commenced until the account is stated, and a demand made for the apparent balance, and that no criminal proceeding can safely be instituted in the matter until such demand shall have been made, I have considered it my duty, for the good of the service, to transmit to you a copy of Commissioner Baker's letter.

I am, sir, very respectfully, your obedient servant,

C. DELANO, *Secretary.*

Hon. GEO. S. BOUTWELL,
Secretary of the Treasury.

INDIAN DEPREDATION CLAIMS.

LETTER

FROM THE

SECRETARY OF THE INTERIOR,

IN REPLY TO

Resolution of the 15th instant in relation to claims on account of Indian depredations.

MARCH 27, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, March 25, 1876.

SIR: I have the honor to acknowledge the receipt of the following resolution of the House of Representatives, dated the 15th instant:

Resolved, That the Secretary of the Interior be requested to furnish, for the information of the House of Representatives, the number of claims for losses through Indian depredations filed or presented in his Department since the date of the report of Acting Secretary B. R. Cowen, January 9, 1875, with names of the claimants, the amount of each claim, the date and locality of the depredation, and the tribe or band of Indians committing the same.

In reply, I have the honor to transmit herewith copy of report, dated 23d instant, from the Commissioner of Indian Affairs, together with lists therewith submitted, containing the information called for.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The SPEAKER
House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 23, 1876.

SIR: I have the honor to submit herewith, in answer to the resolution of the House of Representatives dated March 15, 1876, (referred by the Department to this Office on the 16th instant,) calling for "the number of claims for losses through Indian depredations," filed or presented to the Department of the Interior since the report of the Acting Secretary

of the Interior of January 9, 1875, on a similar call, the following lists or statements:

No. 1. List of such claims as were received in this Office and reported to the Department from May 1, 1874, to March 15, 1876, being a continuation of the list transmitted to the Speaker of the House of Representatives, with the letter of the Department of January 9, 1875, which embraces claims presented or filed in the Department between April 1, 1864, and April 30, 1874, and which is printed in H. R. Ex. Doc. No. 65, Forty-third Congress, second session.

No. 2. Statement showing the action of the Department between May 1, 1874, and March 15, 1876, in regard to a number of claims contained in the list in Ex. Doc. No. 65, upon which no definite action had been taken prior to May 1, 1874.

No. 3. List showing what claims, presented or filed *prior to April 1, 1864*, have been examined by the Indian Bureau and reported to the Department of the Interior, and by the Department transmitted to Congress, between May 1, 1874, and March 15, 1876.

These lists, taken in connection with H. R. Ex. Doc. No. 65, referred to, furnish, it is believed, a correct exhibit of all claims filed in this Office from April 1, 1864, to March 15, 1876, and of the action of the Department and Office in regard thereto; also, the action had upon a large number for depredations committed, generally, upon citizens of New Mexico, and which were filed prior to April 1, 1864.

The House resolution is herewith returned.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

LIST OF CLAIMS

FOR

LOSSES THROUGH INDIAN DEPREDACTIONS.

No. 1.—List of claims for losses through depredations committed by Indians upon citizens, 1876; showing the name of each claimant, amount of each claim, time and place of the depredation, and the date of presentation of the claim to the United States House of Representatives of March 15, 1876. Said list being a continuation to or filed therein between April 1, 1864, and April 30, 1874. (See H. R. Ex. Doc. No. 65,

Page of register.	Name of claimant.	Full amount of claim.	Date when the depredation was committed.	Place or country where the depredation was committed.	Tribe or band to which depredators belong.	Date of presentation of the claim to the Indian Bureau.
196	Francisco Lopez & Son	\$4,400 00	May 15, 1860	Texas.....	Cheyennes....	May 27, 1874
196	Miguel Esquibal	2,900 00	May 15, 1864	New Mexico..	Navajoes.....	July 1, 1874
196	Vincente Serna.....	82 50	Oct. 4, 1874	do	Jicarilla Apaches.	July 10, 1874
196	William Wormser	8,000 00	Apr. 22, 1872	do	Apaches	July 25, 1874
196	Estanislao Montoya..	30,020 00	July 25, 1874	do	Apaches and Navajoes.	.....
196	James B. Gayton	1,350 00	Dec. 12, 1873	Dakota	Sioux	July 24, 1874
196	John S. Chisum	20,260 00	Aug. —, 1873	New Mexico..	Mescalero Apaches.	July 27, 1874
197	G. W. Koon	3,137 50	June 24, 1874	Texas.....	Cheyennes....	Aug. 1, 1874
197	John Cole.....	2,873 50	June 24, 1874	do	do	Aug. 1, 1874
197	Anselmo Chaves.....	776 00	May 13, 1863	New Mexico..	Apaches	Aug. 3, 1874
197	Anesette Salizer	3,050 00	Dec. 24, 1873	Kansas	Arapahoes ...	Aug. 3, 1874
197	Manuel Romero	1,925 00	Dec. 15, 1863	New Mexico..	Navajoes.....	Aug. 6, 1874
197	do	1,215 00	May 13, 1863	do	Apaches	Aug. 6, 1874
197	Jesus A. Mora	7,618 00	Feb. 4, 1862	do	Navajoes.....	Aug. 8, 1874
198	Ignacio Sylva	4,400 00	Mar. 10, 1863	do	do	Aug. 8, 1874
198	Quereno Gallegos	3,870 00	Aug. 15, 1851	do	Apaches	Aug. 8, 1874
198	Gaudalope Martin	300 00	Aug. 15, 1863	Texas	Kiowas	Aug. 8, 1874
198	Relber Aragon	2,380 00	Aug. 10, 1863	New Mexico..	Navajoes	Aug. 8, 1874
198	G. and M. G. Y. Duran, Anders Gonzales.	1,790 00	Aug. 15, 1862	do	do	Aug. 8, 1874
198	Christine Gonzales	880 00	Sept. 15, 1851	do	do	Aug. 8, 1874
199	Julian Aragon & Bro..	2,750 00	Mar. 10, 1863	do	do	Aug. 8, 1874
199	Quereno Gallegos.....	450 00	June 10, 1863	do	do	Aug. 11, 1874
199	José Maria Montoya...	2,000 00	July 22, 1870	do	do	Aug. 14, 1874
199	do	4,170 00	July 29, 1869	do	Apaches	Aug. 17, 1874
199	Jesus Maria Gallegos..	2,275 00	June 1, 1869	do	Navajoes	Aug. 18, 1874
199	Candelario Garcia	1,800 00	Aug. —, 1863	do	do	Aug. 19, 1874
199	Julian Solano.....	360 00	Mar. 10, 1863	do	do	Aug. 15, 1874
200	José Silberio Garcia ...	275 00	Feb. 11, 1872	do	Apaches	Aug. 26, 1874
200	José Felix Chaves.....	780 00	Feb. 3, 1857	do	do	May 3, 1860
200	E. C. Fuller.....	1,200 00	Nov. 26, 1873	Texas	Comanches and Kiowas.	Sept. 16, 1874
200	Martin W. Breman....	22,517 50	1869-'70-'71, and 1872.	New Mexico..	Apaches	Aug. 19, 1874
200	Jesus Casados.....	3,000 00	Aug. 10, 1862	do	Navajoes	Aug. 20, 1874
200	José Ignacio de Luna..	17,572 00	Nov. 19, 1872	do	Apaches	Sept. 4, 1874
200	James Gemmell	76 50	Sept. 12, 1874	Montana.....	Crows	Oct. 8, 1874
201	Antonio Cabeza de Baca	720 00	Aug. 16, 1864	New Mexico..	Navajoes	Sept. 21, 1874
201	Isidore Bruya	75 00	Nov. 15, 1873	Dakota	Arickarees ...	Oct. 20, 1874
201	Leandro Martin	2,500 00	July 12, 1874	Texas	Kiowas	Oct. 16, 1874
201	Estanislao Montoya....	700 00	Jan. 23, 1872	New Mexico..	Southern Apaches.	Aug. 20, 1874
201	Marcus Gonzales	1,125 00	May 26, 1866	do	Navajoes	Nov. 6, 1874
201	Julian Aragon	150 00	Oct. 24, 1864	do	Apaches	Sept. 21, 1874

INDIAN DEPREDAATION CLAIMS.

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presented to or filed in the Department of the Interior between May 1, 1874, and March 15, redation, &c., and action of the Department. Prepared in conformity with resolution of the of that reported by the Department to Congress January 9, 1875, of similar claims presented Forty-third Congress, second session.)

Action of Indian Bureau upon claim.		Date of report or letter of Indian Bureau.	Action of Department.
Reported to the Secretary of the Interior for allowance in the sum of—	\$2,750 00	Mar. 8, 1876	Transmitted to Congress Mar. 11, 1876.
.....do.....	2,350 00	Mar. 4, 1875	Transmitted to Congress Jan- uary 5, 1876.
.....do.....	66 00	June 12, 1875	Do.
Sent to agent August 5, 1874.....			
Reported to the Secretary of the Interior for disallowance.		Nov. 12, 1874	Transmitted to Congress De- cember 11, 1874.
Sent to Agent Miles and returned by him December 11, 1875.			
Sent to agent and returned Dec. 11, 1875.....			
Reported to the Secretary of the Interior for allowance in the sum of—	776 00	Dec. 3, 1874	Transmitted to Congress De- cember 11, 1874.
Sent to Agent Miles August 5, 1874.....			
Reported to the Secretary of the Interior for allowance in the sum of—	1,925 00	May 5, 1875	Transmitted to Congress Jan- uary 5, 1876.
.....do.....	1,125 00	Dec. 4, 1874	Transmitted to Congress De- cember 11, 1874.
Reported to the Secretary of the Interior for disallowance.		Mar. 29, 1875	Transmitted to Congress Jan- uary 5, 1876.
Reported to the Secretary of the Interior for allowance in the sum of—	2,400 00	Apr. 17, 1875	Do.
.....do.....	2,830 00	Dec. 30, 1874	Do.
Reported to the Secretary of the Interior for disallowance.		Jan. 24, 1874	Transmitted to Congress Jan- uary 27, 1875.
.....do.....		Apr. 23, 1875	Transmitted to Congress Janu- ary 5, 1876.
Reported to the Secretary of the Interior for allowance in the sum of—	1,790 00	May 18, 1875	Do.
Reported to the Secretary of the Interior for disallowance.		June 15, 1875	Do.
Reported to the Secretary of the Interior for allowance in the sum of—	2,000 00	Feb. 9, 1875	Do.
.....do.....	345 00	Apr. 7, 1875	Do.
.....do.....	1,450 00	Feb. 6, 1875	Transmitted to Congress Feb- ruary 8, 1875.
.....do.....	3,675 00	Dec. 18, 1874	Transmitted to Congress Janu- ary 5, 1875.
.....do.....	1,540 00	May 17, 1875	Do.
.....do.....	1,500 00	May 17, 1875	Do.
Reported to the Secretary of the Interior for disallowance.		Apr. 10, 1875	Do.
.....do.....		Oct. 29, 1874	Transmitted to Congress De- cember 11, 1874.
.....do.....		Oct. 27, 1874	Do.
.....do.....		Jan. 16, 1875	Transmitted to Congress Janu- ary 18, 1875.
Sent to agent, and returned by him August 24, 1874.			
Reported to the Secretary of the Interior for allowance in the sum of—	3,000 00	Apr. 6, 1875	Transmitted to Congress Janu- ary 5, 1876.
.....do.....	6,024 00	June 10, 1875	Do.
Reported to the Secretary of the Interior for allowance in the sum of—	720 00	Apr. 21, 1875	Do.
.....do.....	75 00	Oct. 20, 1874	Transmitted to Congress De- cember 11, 1874.
.....do.....	2,000 00	Mar. 2, 1875	Transmitted to Congress March 8, 1875.
.....do.....	300 00	Nov. 7, 1874	Reported to Congress Decem- ber 11, 1874.
.....do.....	900 00	Apr. 16, 1875	Reported to Congress Jan. 5, 1876.
Reported to the Secretary of the Interior for disallowance.		Jan. 30, 1875	Reported to Congress Febru- ary 1, 1875.

INDIAN DEPREDAATION CLAIMS.

No. 1.—List of claims for losses through depredations committed by Indians upon

Page of register.	Name of claimant.	Full amount of claim.	Date when the depredation was committed.	Place or country where the depredation was committed.	Tribe or band to which depredators belong.	Date of presentation of the claim to the Indian Bureau.
201	Peter Robert	\$325 00	Feb. 28, 1874	Colorado	Cheyenne	Oct. 30, 1874
201	John B. Lawrence	1, 680 00	Sept. 13, 1874	do	do	Nov. 10, 1874
202	John Richard, jr	14, 750 00	Dec. 29, 1867	Dakota	Sionx	Nov. 10, 1874
202	Curtis C. Cady	200 00	July and Oct. 1874.	New Mexico ..	Apaches	Nov. 21, 1874
202	W. K. Morris	125 00	Sept. —, 1874	Dakota	Sioux	Nov. 21, 1874
202	Juan B. Garcia	600 00	June 27, 1860	New Mexico ..	Apaches	Nov. 27, 1874
202	Francisco Medina	300 00	Sept. 3, 1867	do	do	Nov. 27, 1874
202	Vicente Ferrel Lucero ..	300 00	Sept. 3, 1867	do	do	Nov. 27, 1874
203	Serefino Trujillo	1, 200 00	June 27, 1860	do	do	Nov. 27, 1874
203	José Rafael Martinez ..	2, 280 00	May 1, 1862	do	do	Aug. 19, 1874
203	Mazario Gallegos	2, 830 00	May 1, 1862	do	do	Aug. 19, 1874
203	Duncan, Reddington & Co.	3, 235 00	May 10 and 20, 1872.	Dakota	Sioux	Dec. 26, 1874
203	Marcos Ullibarri	460 00	May 10, 1873	Texas	Kiowas	July 23, 1874
203	Waranjo Francisco	200 00	May 12, 1873	New Mexico ..	Apaches	Aug. 19, 1874
203	José Maria Garcia	225 00	Mar. 10, 1873	Texas	Kiowas	July 23, 1874
204	Miguel Casados	595 00	Sept. 15, 1851	New Mexico ..	Navajoes	Aug. 17, 1874
204	José Rafael Martinez ..	894 00	Oct. 12, 1864	do	do	Aug. 17, 1874
204	José M. Garcia	5, 850 00	July 15, 1862	do	do	Aug. 17, 1874
204	Julian Aragon	1, 000 00	Nov. 15, 1864	do	do	Aug. 9, 1874
204	José Rafael Martinez ..	1, 160 00	Mar. 11, 1859	do	do	Aug. 17, 1874
204	Romualdo Martinez	900 00	Oct. 20, 1864	do	do	Aug. 17, 1874
204	José Rafael Martinez ..	3, 480 00	July 12, 1862	do	do	Aug. 17, 1874
205	Juanito Garcia	725 00	June 17, 1872	do	do	Aug. 17, 1874
205	Francisco Noranjo	225 00	July 31, 1861	do	do	Aug. 17, 1874
205	Vincente Garcia	1, 480 00	Jan. 19, 1858	do	do	Aug. 17, 1874
205	Marcus Ulibarri	1, 300 00	Aug. 20, 1862	do	do	Aug. 17, 1874
205	Nazario Gallegos	1, 050 00	June 1, 1852	do	do	Aug. 17, 1874
205	do	430 00	May 10, 1867	do	do	Aug. 17, 1874
205	Francisco Naranjo	225 00	July 31, 1861	do	do	Aug. 17, 1874
206	Anastacio Cordoba	1, 095 00	Nov. 17, 1858	do	do	Aug. 17, 1874
206	Martinez Saez & Son ..	3, 805 00	Feb. 17, 1862	do	do	Dec. 5, 1874
206	Miguel Casados	286 00	Sept. 29, 1867	do	do	Aug. 17, 1874
206	Romualdo Martinez	510 00	Feb. 15, 1870	do	do	Aug. 17, 1874
206	Antonio Martinez	1, 090 00	May 12, 1861	do	do	Aug. 17, 1874
206	José Duran	1, 800 00	Sept. 12, 1863	do	do	Aug. 17, 1874
207	William H. Fahey	65 00	Dec. —, 1873	Utah	Utes	Dec. 9, 1874
207	Rufiano Gonzales	825 00	Apr. 25, 1852	Kansas	Cheyennes	Dec. 9, 1874
207	Julian Gonzales	1, 860 00	Dec. 2, 1864	New Mexico ..	Navajoes	Dec. 9, 1874
207	Hilario Gonzales	15, 192 00	Aug. 22, 1862	do	do	Dec. 9, 1874
207	do	1, 120 00	Nov. 11, 1867	do	do	Dec. 9, 1874
207	Joaquin Montoya	250 00	June 17, 1867	do	do	Dec. 9, 1874
207	do	735 00	May 10, 1864	do	do	Dec. 9, 1874
208	Vincente Baca	450 00	Feb. 18, 1863	do	do	Dec. 9, 1874
208	Ramon Romero	445 00	Apr. 10, 1866	do	do	Dec. 9, 1874
208	do	2, 040 00	Apr. 10, 1866	do	do	Dec. 9, 1874
208	José Manuel Sandoval ..	261 00	Dec. 5, 1863	do	do	Dec. 9, 1874
208	Francisco Gallegos	1, 000 00	Mar. 15, 1853	do	do	Dec. 9, 1874
208	Antonio Cedilla	749 00	Mar. 10, 1862	do	do	Dec. 9, 1874
208	Joaquin Montoya	450 00	Apr. 10, 1852	do	do	Dec. 9, 1874

INDIAN DEPREDAATION CLAIMS.

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citizens, presented to or filed in the Department of the Interior, &c.—Continued.

Action of Indian Bureau upon claim.		Date of report or letter of Indian Bureau.	Action of Department.
Reported to the Secretary of the Interior for disallowance.		Feb. 24, 1876	Reported to Congress March 11, 1876.
Reported to the Secretary of the Interior for allowance in the sum of—	\$600 00	Feb. 26, 1876	Do.
.....do.....	7, 375 00	Feb. 13, 1875	Transmitted to Congress Feb- ruary 14, 1875.
.....do.....	200 00	Nov. 25, 1874	Transmitted to Congress De- cember 11, 1874.
.....do.....	125 00	Feb. 12, 1875	Transmitted to Congress Feb- ruary 13, 1875.
.....do.....	400 00	Feb. 4, 1875	Transmitted to Congress Feb- ruary 5, 1875.
.....do.....	200 00	June 9, 1875	Transmitted to Congress Jan- uary 5, 1876.
.....do.....	200 00	June 8, 1875	Do.
.....do.....	800 00	Feb. 27, 1875	Transmitted to Congress Jan- uary 5, 1875.
.....do.....	1, 870 00	.....	Transmitted to Congress De- cember 12, 1874.
.....do.....	2, 340 00	Dec. 10, 1874	Transmitted to Congress Jan- uary 5, 1875.
.....do.....	1, 260 00	Dec. 31, 1874	Transmitted to Congress Feb- ruary 16, 1875.
.....do.....	460 00	Feb. 15, 1875	Transmitted to Congress Jan- uary 5, 1875.
Reported to the Secretary of the Interior for disallowance.		Dec. 12, 1874	Transmitted to Congress Jan- uary 5, 1876.
.....do.....		Mar. 11, 1875	Do.
.....do.....		Mar. 27, 1875	Do.
.....do.....		Apr. 28, 1875	Do.
.....do.....		May 12, 1875	Do.
Reported to the Secretary of the Interior for allowance in the sum of—	760 00	Apr. 6, 1875	Do.
.....do.....	1, 140 00	Apr. 16, 1875	Do.
.....do.....	750 00	Apr. 27, 1875	Do.
Reported to the Secretary of the Interior for disallowance.		May 14, 1875	Do.
.....do.....		Feb. 27, 1875	Do.
.....do.....		Feb. 5, 1875	Transmitted to Congress Feb- ruary 6, 1875.
Reported to the Secretary of the Interior for allowance in the sum of—	1, 480 00	Apr. 12, 1875	Transmitted to Congress Jan- uary 5, 1876.
.....do.....	1, 300 00	Apr. 12, 1875	Do.
.....do.....	1, 050 00	Apr. 10, 1875	Do.
.....do.....	345 00	Apr. 23, 1875	Do.
Reported to the Secretary of the Interior for disallowance.		Feb. 5, 1875	Transmitted to Congress Feb- ruary 6, 1875.
.....do.....		Apr. 2, 1875	Transmitted to Congress Jan- uary 5, 1876.
.....do.....		Feb. 27, 1875	Do.
Reported to the Secretary of the Interior for allowance in the sum of—	286 00	Apr. 6, 1875	Do.
.....do.....	510 00	Apr. 21, 1875	Do.
.....do.....	805 00	Feb. 8, 1875	Transmitted to Congress Feb- ruary 9, 1875.
.....do.....	1, 350 00	Mar. 29, 1875	Transmitted to Congress Jan- uary 5, 1876.
.....do.....	65 00	May 15, 1875	Do.
Reported to the Secretary of the Interior for disallowance.		June 5, 1876	Transmitted to Congress Jan- uary 15, 1876.
.....do.....		July 15, 1875	Reported to Congress January 6, 1876.
.....do.....		July 12, 1875	Do.
.....do.....		July 14, 1875	Do.
.....do.....		July 13, 1875	Do.
.....do.....		July 13, 1875	Do.
.....do.....		July 12, 1875	Do.
.....do.....		July 10, 1875	Do.
.....do.....		July 10, 1875	Do.
.....do.....		July 9, 1875	Do.
.....do.....		July 23, 1875	Do.
.....do.....		July 23, 1875	Do.
.....do.....		July 22, 1875	Do.

No. 1.—List of claims for losses through depredations committed by Indians upon

Page of register.	Name of claimant.	Full amount of claim.	Date when the depredation was committed.	Place or country where the depredation was committed.	Tribe or band to which depredators belong.	Date of presentation of the claim to the Indian Bureau.
209	Miguela Chaves de Lucero and Jenesita Lucero Chaves.	\$525 00	May 15, 1872	New Mexico..	Navajoes	Dec. 9, 1874
209	Fritz Eggert.....	525 00	May 15, 1872	Indian Territ'y	Kiowas	Dec. 9, 1874
209	Juan Lorenzo Sair.....	1,315 00	Dec. 5, 1863	New Mexico..	Navajoes.....	Dec. 9, 1874
209	Ramon Gallegos y Ribal.	2,449 00	Dec. 5, 1863	do	do	Dec. 9, 1874
209	Anselm H. Barker.....	1,525 00	Sept. 30, 1860	Texas.....	Kiowas	Dec. 18, 1874
209	Samuel B. Watrous....	5,875 00	Oct. —, 1861	New Mexico..	Apaches	Dec. 17, 1874
209	Jesus Garcia & Co.....	6,240 00	Mar. 27, 1861	do	do	Dec. 9, 1874
210	Alfred Reed.....	125 00	Apr. 16, 1872	do	Kiowas and Comanches.	Dec. 18, 1874
210	Thomas M. Cordwell..	150 00	Apr. 16, 1872	do	do	Dec. 18, 1874
210	Thomas J. Hood.....	125 00	Apr. 16, 1872	do	do	Dec. 18, 1874
210	James Gray.....	150 00	Apr. 16, 1872	do	do	Dec. 18, 1874
210	Gabriel Rivera	1,110 00	Aug. 20, 1862	New Mexico..	Navajoes	Dec. 21, 1874
210	Charles H. McCarthy..	1,275 00	Aug. 2, 1872	Dakota	Sioux	Dec. 19, 1874
210	William M. Wright....	178 00	Aug. 21, 1874	Montana.....	Crows	Dec. 22, 1874
211	Pascual Baca.....	1,345 00	Dec. 24, 1863	New Mexico..	Navajoes	Dec. 30, 1874
211	Jusus Rael.....	790 00	Dec. 26, 1863	do	do	Dec. 30, 1874
211	Joseph M. Lindley	70 00	Aug. 21, 1874	Montana.....	Crows	Dec. 22, 1874
211	José Armijo y Pera...	625 00	June 11, 1857	New Mexico..	Navajoes	Jan. 15, 1874
211	J. P. Marksbery.....	45 00	Dec. 21, 1874	Utah	Utes	Jan. 8, 1874
211	George Christ.....	81 00	Dec. 21, 1874	do	do	Jan. 18, 1874
212	Celia C. Short	678 00	Aug. 24, 1874	Kansas	Cheyennes....	Jan. 14, 1874
212	L. A. Thrasher and O. F. Short, by Celia C. Short, administratrix.	324 50	Aug. 24, 1874	do	do	Jan. 14, 1874
212	Mark M. Coad.....	5,000 00	Jan. 19, 1867	Dakota	Sioux	Jan. 23, 1874
212	Frank Silver.....	450 00	Sept. 9, 1872	do	do	Jan. 23, 1874
212	John Richard, sr	900 00	Mar. 12, 1875	Kansas	Cheyennes....	Jan. 23, 1874
212	Preciliano Chavez.....	900 00	Dec. 7, 1870	Dakota	Sioux	Jan. 23, 1874
213	James Pulliam	6,650 00	Mar. 19, 1868	do	do	Jan. 23, 1874
213	Charles McDonald.....	3,200 00	June 2, 1871	do	do	Jan. 23, 1874
213	John S. Luff.....	7,991 00	Nov. —, 1865	Nevada	Pi-Utes	Jan. 25, 1875
213	F. M. Phillips.....	800 00	May 2, 1872	Dakota	Sioux	Jan. 27, 1875
213	William A. Paxton....	13,575 00	Oct. 3, 1874	Nebraska	Ponca.....	Jan. 29, 1875
213	William McCree	1,417 50	— —, 1873	Utah	Utes	Aug. 19, 1873
213	Patrick Bell.....	221 00	Jan. —, 1864	Nevada	Pi-Utes	Jan. 25, 1875
214	Henry B. Macomber...	6,450 00	1869 and 1870	Dakota	Sioux	Jan. 27, 1875
214	James B. Lindsey	6,150 00	Oct. 1, 1873	Texas	Comanches ...	Jan. 28, 1875
214	Alonzo Service.....	300 00	July 5, 1874	Kansas	Cheyennes....	Jan. 28, 1875
214	Toney Meloche.....	2,100 00	July 5, 1874	do	do	Jan. 28, 1875
214	Franklin Davenport...	250 00	July 5, 1874	do	do	Jan. 28, 1875
214	Andrew J. Howell.	550 00	July 5, 1874	do	do	Jan. 28, 1875
214	Rudolph Irminger.....	2,193 00	July 5, 1874	do	do	Jan. 28, 1875
215	Noel Lajenesse	825 00	1862 and 1864	Dakota	Sioux	Jan. 29, 1875
215	do	1,125 00	1869, '71, '73	do	do	Jan. 29, 1875
215	Mitchell Lajenesse...	937 50	1865 and 1870	do	do	Jan. 29, 1875

citizens, presented to or filed in the Department of the Interior, &c.—Continued.

Action of Indian Bureau upon claim.		Date of report or letter of Indian Bureau.	Action of Department.
Reported to the Secretary of the Interior for disallowance.		July 22, 1875	Reported to Congress January 6, 1876.
.....do.....		Nov. 30, 1875	Reported to Congress January 7, 1876.
.....do.....		July 21, 1875	Reported to Congress January 6, 1876.
.....do.....		July 21, 1875	
.....do.....		Jan. 28, 1875	Reported to Congress January 29, 1875.
Sent to agent January 14, 1875.			
.....do.....		Feb. 26, 1875	Reported to Congress February 27, 1875.
Reported to the Secretary of the Interior for disallowance.		Jan. 29, 1875	Reported to Congress January 30, 1875.
.....do.....		Feb. 17, 1875	Reported to Congress February 27, 1875.
.....do.....		Feb. 26, 1875	Do.
.....do.....		July 20, 1875	Reported to Congress January 6, 1876.
Reported to the Secretary of the Interior for allowance in the sum of—	\$1, 275 00	Feb. 17, 1875	Reported to Congress February 18, 1876.
.....do.....	150 00	Mar. 22, 1875	Reported to Congress January 5, 1876.
.....do.....	960 00	Jan. 19, 1875	Reported to Congress January 6, 1876.
.....do.....	615 00	July 17, 1875	Do.
Reported to the Secretary of the Interior for disallowance.		Apr. 8, 1875	Reported to Congress January 5, 1876.
.....do.....		July 19, 1875	Do.
Reported to the Secretary of the Interior for allowance in the sum of—	678 00	Jan. 19, 1875	Transmitted to Congress Janu- ary 20, 1875.
.....do.....	324 50	Jan. 19, 1875	Do.
.....do.....	1, 425 00	Jan. 28, 1875	Transmitted to Congress Janu- ary 29, 1875.
.....do.....	360 00	Apr. 13, 1875	Transmitted to Congress Janu- ary 5, 1876.
.....do.....	300 00	Feb. 1, 1875	Transmitted to Congress Feb- ruary 2, 1875.
.....do.....	720 00	Apr. 12, 1875	Transmitted to Congress Janu- ary 5, 1876.
.....do.....	3, 840 00	Apr. 8, 1875	Do.
.....do.....	2, 400 00	Apr. 5, 1875	Do.
.....do.....	7, 000 00	Aug. 25, 1875	Transmitted to Congress Jan- uary 7, 1876.
.....do.....	500 00	Aug. 9, 1875	Transmitted to Congress Jan- uary 5, 1876.
Claim suspended			
Reported to the Secretary of the Interior for disallowance.		June 22, 1875	Do.
.....do.....		Feb. 18, 1875	Transmitted to Congress Feb- ruary 19, 1876.
Reported to the Secretary of the Interior for allowance in the sum of—	2, 625 00	Nov. 22, 1875	Transmitted to Congress Jan- uary 7, 1876.
.....do.....	125 00	Feb. 28, 1876	Transmitted to Congress Mar. 11, 1876.
.....do.....	1, 400 00	Feb. 29, 1876	Do.
.....do.....	125 00	Feb. 6, 1876	Do.
.....do.....	350 00	Feb. 27, 1876	Do.
Sent to the agent			
Reported to the Secretary of the Interior for allowance in the sum of—	605 00	Feb. 24, 1875	Transmitted to Congress Feb- ruary 25, 1875.
.....do.....	775 00	Feb. 24, 1875	Do.
.....do.....	400 00	Feb. 24, 1875	Transmitted to Congress Feb- ruary 24, 1875.

No. 1.—List of claims for losses through depredations committed by Indians upon

Page of register.	Name of claimant.	Full amount of claim.	Date when the depredation was committed.	Place or country where the depredation was committed.	Tribe or band to which depredators belong.	Date of presentation of the claim to the Indian Bureau.
215	Edward Lagenesse ..	\$925 00	1864, '65, '73	Kansas	Cheyennes	Jan. 29, 1875
215	Mrs. Minnie Sachs	100 00	Oct. 17, 1872	Dakota	Sioux	Jan. 29, 1875
215	John Hunton	100 00	Oct. 17, 1872	Kansas	Cheyennes	Jan. 29, 1875
215	Mary Julietta	450 00	Oct. —, 1865	do	Arapahoes	Feb. 18, 1875
216	Benjamin Hirst	1,525 00	Aug. —, 1868	Dakota	Sioux	Jan. 29, 1875
216	M. A. Mousseau	1,870 00	May 16, 1861	do	do	Jan. 29, 1875
216	do	800 00	July 15, 1874	do	do	July 27, 1875
216	Lester Walker	700 00	May —, 1871	do	do	July 29, 1875
216	James L. Allen	570 00	Dec. 25, 1868	do	do	July 29, 1875
216	Speed Stagner	2,525 00	1864 to 1873	do	do	July 29, 1875
216	H. B. Macomber	550 00	— —, 1865	do	Cheyennes	July 29, 1875
217	John P. Freel	1,225 00	June 2, 1867	do	Sioux and Cheyennes.	July 29, 1875
217	José Merravale	1,800 00	August and Oct., 1869.	do	do	July 29, 1875
217	James Convery	866 50	May 3, 1872	do	Cheyennes	July 29, 1875
217	Watt, or Walter Grayson, (a Creek Indian.)	35,000 00	Nov. 19, 1873	do	White men ...	Feb. 2, 1875
217	Fredrick Fridley	5,350 00	Dec. 13, 1872	Arizona	Apaches'	Feb. 8, 1875
217	Lazaro Sanches	10,500 00	Nov. —, 1862	New Mexico ..	Navajoes	Feb. 10, 1875
217	Daniel C. Kyle	630 00	1868, '71, '72, '73.	Texas	Kiowas and Comanches.	Feb. 5, 1875
217	Robert J. Kyle	150 00	Oct. 15, 1871	do	Comanches ...	Feb. 5, 1875
217	William B. Kyle	370 00	Mar. 5, 1870	do	do	Feb. 5, 1875
218	J. M. Conatzer	1,245 00	1871 and 1873	do	do	Feb. 5, 1875
218	J. H. Baker	1,760 00	July 9, 1870	do	Kiowas	Feb. 5, 1875
218	L. W. Vaughan	1,670 00	July 9, 1870	do	do	Feb. 5, 1875
218	R. Vaughan	2,295 00	July 9, 1870	do	do	Feb. 5, 1875
219	D. B. Warren	1,850 00	Aug. 4, 1873	do	do	Feb. 5, 1875
219	C. S. Youngblood and Louis Alred.	354 00	Dec. 27, 1874	Indian Ter ...	Cheyennes	Mar. 1, 1875
219	J. M. McMeekins and C. F. Brown.	283 00	Dec. 27, 1874	do	do	Mar. 1, 1875
219	Abram Winnie	375 00	Aug. 17, 1874	Kansas	Osages	Feb. 26, 1875
219	William Carl	625 00	Jan. & Aug., 1874.	do	do	Mar. 1, 1875
219	Charles Schroeder	305 00	Jan. 5, 1875	Dakota	Sioux	Mar. 3, 1875
219	Isaac Fieldhouse	2,725 00	July 15, 1874	Kansas	Arapahoes & Sioux.	Mar. 9, 1875
220	William Kruger	8,967 00	Nov. 5, 1875	Arizona	Apaches	Mar. 16, 1875
220	William T. Holt	Cattle.	do	Indian Ter ...	Cheyennes	Mar. 22, 1875
220	Thomas O. Laughlin ..	6,004 70	Sept. 15, 1874	do	do	Mar. 26, 1875
220	Malcom McNeil	200 00	Jan. 3, 1873	Texas	Kiowas	Mar. 26, 1875
220	James S. Montgomery.	225 00	Dec. 25, 1874	Dakota	Sioux	Mar. 4, 1875
220	Maria P. Haranda or Aranda.	15,000 00	Feb. 13, 1861	New Mexico ..	Navajoes	Mar. 10, 1875
220	J. G. Holsell	24,860 00	1872, '73, '74	Texas	Kiowas and Comanches.	Mar. 15, 1875
221	John H. Rouse	650 00	Oct. —, 1871	Dakota	Sioux	Apr. 17, 1875
221	Juan Sais	740 00	Mar. 15, 1863	New Mexico ..	Navajoes	Apr. 19, 1875
221	Sarah A. Hardy	885 00	1871, '72, '74	Texas	Comanches ...	Mar. 26, 1875
221	William H. Wooldridge	800 00	June 10, 1872	do	do	Mar. 26, 1875
221	Samuel H. Chandler ..	315 00	Apr. 24, 1874	do	do	Mar. 26, 1875
221	Sarah Chandler	1,995 00	Apr. 26, 1874	do	do	Mar. 26, 1875

citizens, presented to or filed in the Department of the Interior, &c.—Continued.

Action of Indian Bureau upon claim.		Date of report or letter of Indian Bureau.	Action of Department.
Reported to the Secretary of the Interior for allowance in the sum of—	\$650 00	Feb. 24, 1875	Transmitted to Congress Feb- ruary 25, 1875.
Reported to the Secretary of the Interior for disallowance.	.....	Feb. 20, 1875	Transmitted to Congress Feb- ruary 23, 1875.
.....do.....	.....	Feb. 20, 1875	Do.
.....do.....	.....	Feb. 18, 1875	Transmitted to Congress Feb- ruary 19, 1875.
.....do.....	.....	Aug. 27, 1873	Transmitted to Congress Jan- uary 17, 1874.
.....do.....	.....	Feb. 19, 1875	Transmitted to Congress Feb- ruary 20, 1875.
.....do.....	.....	Mar. 31, 1875	Transmitted to Congress Jan- uary 5, 1876.
Reported to the Secretary of the Interior for allowance in the sum of—	375 00	Feb. 18, 1875	Transmitted to Congress Feb- ruary 19, 1875.
.....do.....	285 00	Feb. 20, 1875	Transmitted to Congress Feb- ruary 25, 1875.
.....do.....	1,760 00	Feb. 19, 1875	Transmitted to Congress Feb- ruary 20, 1875.
.....do.....	450 00	Feb. 18, 1875	Transmitted to Congress Feb- ruary 19, 1875.
.....do.....	700 00	Mar. 25, 1875	Transmitted to Congress Feb- ruary 5, 1875.
.....do.....	1,465 00	Mar. 25, 1875	Transmitted to Congress Jan- uary 5, 1876.
Reported to the Secretary of the Interior for disallowance.	.....	Apr. 12, 1875	Do.
Reported to the Secretary of the Interior without allowing or disallowing.	.....	Feb. 20, 1875	.....
Reported to the Secretary of the Interior for allowance in the sum of—	2,800 00	Mar. 18, 1875	Transmitted to Congress Jan- uary 6, 1876.
Reported to the Secretary of the Interior for disallowance.	.....	July 17, 1875	Do.
.....do.....	.....	Oct. 20, 1875	Transmitted to Congress Jan- uary 7, 1876.
.....do.....	.....	Oct. 29, 1875	Do.
.....do.....	.....	Oct. 29, 1875	Do.
.....do.....	.....	Nov. 11, 1875	Do.
Reported to the Secretary of the Interior for allowance in the sum of—	110 00	Dec. 2, 1875	Transmitted to Congress Jan- uary 8, 1876.
.....do.....	247 00	Oct. 30, 1875	Transmitted to Congress Jan- uary 7, 1876.
.....do.....	695 00	Nov. 9, 1875	Do.
Sent to agent for investigation.....	.....	.....	.....
.....do.....	.....	.....	.....
.....do.....	.....	.....	.....
Reported to the Secretary of the Interior for disallowance.	.....	Feb. 11, 1876	Transmitted to Congress Feb- ruary 11, 1876.
.....do.....	.....	Feb. 11, 1876	Do.
No evidence filed.....	.....	.....	.....
Reported to the Secretary of the Interior for disallowance.	.....	Feb. 4, 1876	Transmitted to Congress Feb- ruary 21, 1876.
Sent to agent for investigation.....	.....	.....	.....
.....do.....	.....	.....	.....
.....do.....	.....	.....	.....
.....do.....	.....	.....	.....
No evidence filed.....	.....	.....	.....
Reported to the Secretary of the Interior for allowance in the sum of—	12,000 00	Mar. 17, 1875	Transmitted to Congress Jan- uary 7, 1876.
.....do.....	19,625 00	Mar. 13, 1875	Do.
.....do.....	490 00	Apr. 29, 1875	Transmitted to Congress Jan- uary 5, 1876.
.....do.....	555 00	Jan. 15, 1875	Transmitted to Congress Jan- uary 6, 1876.
Reported to the Secretary of the Interior for disallowance.	.....	Nov. 9, 1875	Transmitted to Congress Jan- uary 7, 1876.
Sent to agent for investigation.....	.....	.....	.....
.....do.....	.....	.....	.....
.....do.....	.....	.....	.....

No. 1.—List of claims for losses through depredations committed by Indians upon

Page of register.	Name of claimant.	Full amount of claim.	Date when the depredation was committed.	Place or country where the depredation was committed.	Tribe or band to which depredators belong.	Date of presentation of the claim to the Indian Bureau.
221	Frank Weber	\$3,415 00	Feb. 10, 1862	New Mexico ..	Apaches	Apr. 19, 1875
222	J. B. Sherman	750 00	Dec. 15, 1870	Dakota	Yankton Sioux	Apr. 21, 1875
222	do	500 00	Aug. 10, 1872	do	do	Apr. 21, 1875
222	William J. Hazen	600 00	Fall of 1873	Minnesota	Chippewas	Mar. 3, 1875
222	Paul Dowlin	3,267 00	Sept. 5, 1873	New Mexico ..	Apaches	May 8, 1875
222	J. R. Casselberry	720 00	Apr. 3, 1875	Dakota	Sioux	May 22, 1875
222	P. R. Tully & E. Ochoa ..	24,520 00	1868, '69, '70	Arizona	Apaches	Apr. 19, 1875
222	José Otero & Co.	1,500 00	Dec. —, 1874	New Mexico ..	do	Apr. 24, 1875
223	James Martin & Bros ..	3,160 00	'69, '70, '71, '72	Texas	Comanches ..	June 11, 1875
223	Daniel E. Moore	66,085 00	1871, '72, '73	do	do	June 11, 1875
223	William B. Moss	20,000 00	Aug. 5, 1873	do	do	June 11, 1875
223	Archilaus Martin	10,000 00	Aug. 5, 1873	do	do	June 11, 1875
223	A. A. Sloan	261 70	Mar. 4, 1874	Nebraska	Sioux	Mar. 19, 1875
223	Britton Felps	1,475 00	May —, 1872	Texas	Comanches ..	June 11, 1875
223	William Jacobs	495 00	May —, 1872	do	do	June 11, 1875
224	Clifford W. Holden	150 00	Apr. 28, 1875	Kansas	Cheyennes	June 18, 1875
224	James L. Thompson ..	482 00	Sept. 14, 1874	do	do	July 24, 1875
224	Stephen B. Stowell	550 00	Sept. 14, 1874	do	do	July 29, 1875
224	John G. Brimmer	100 00	Sept. 14, 1874	do	do	July 29, 1875
224	David Conaway	50 00	Nov. 11, 1874	Nebraska	Omahas	June 16, 1875
224	Samuel S. Stanton	2,912 00	— —, 1873	New Mexico ..	Apaches	June 14, 1875
224	William M. Hardin	28,085 00	1866, 1871-'72	Texas	Comanches ..	June 11, 1875
225	Alexander Graham	175 00	June 5, 1874	do	Kiowas and Comanches.	Sept. 10, 1875
225	J. T. Nall	225 00	Aug. 18, 1874	Utah	Utes	Aug. 5, 1875
225	William Harnage	1,750 00	July 13, 1874	Ind. Ter	Whites	Aug. 31, 1875
225	Lemuel Spooner	18,720 81	Aug. 22, 1874	Texas	Kiowas and Comanches.	Sept. 10, 1875
225	William Copeland	2,220 00	Feb. 22, 1873	New Mexico ..	Apaches	Sept. 13, 1875
225	Samuel T. Stuart	300 00	Sept. 5, 1873	do	do	Sept. 13, 1875
225	José Antonio Chaves ..	3,750 00	Dec. 30, 1868	do	Navajoes	Sept. 17, 1875
226	Salvador Herrera	3,250 00	Dec. 20, 1875	do	do	Sept. 17, 1875
226	Henry Wieben	200 00	June 26, 1875	do	Apaches	Sept. 20, 1875
226	J. A. Davis	500 00	Mar. 10, 1872	do	do	Sept. 22, 1875
226	Augustin Leal	5,200 00	Dec. 8, 1864	do	Navajoes	Sept. 25, 1875
226	Stephen Markham	370 00	Sept. 1, 1872	Utah	Utes	Sept. 27, 1875
226	José Demetrius Waranja.	350 00	May 6, 1872	New Mexico ..	Apaches	Aug. 17, 1875
226	Romualdo Martinez	500 00	Mar. 10, 1865	Utah	Utes	Aug. 17, 1875
227	E. L. Clark	300 00	Aug. 22, 1874	Texas	Kiowas and Comanches.	Oct. 5, 1875
227	Diego Antonio Montoya.	6,170 00	July 23, 1863	New Mexico ..	Navajoes	Sept. 28, 1875
227	Augustus C. Larkin	11,150 00	Oct. 26, 1874	Ind. Ter	Cherokees	Sept. 3, 1875
227	Henry A. Whaley	2,600 00	Sept. 3, 1874	Texas	Kiowas and Comanches.	Nov. 4, 1875
227	do	31,725 00	1870, 1872-'73	do	do	Nov. 4, 1875
227	Barnet & Block	2,577 00	July 31, 1874	New Mexico ..	Apaches	Nov. 17, 1875
227	Jerome Eagle	810 00	— —, 1871	Dakota	Yanktons	Nov. 12, 1875
228	L. B. Maxwell	29,265 00	Oct. 26, 1874	Texas	Comanches ..	Nov. 30, 1875
228	David Hamill			Dakota	Sioux	Nov. 30, 1875
228	Asher Martin	1,200 00	June 9, 1867	do	do	Nov. 30, 1875
228	Cary Culver	4,398 00	Aug. 6, 1875	Indian Ter	Cherokees	Dec. 2, 1875
228	Rebecca Adams	4,075 00	Aug. —, 1864	Kansas	Sioux and Cheyennes.	Dec. 23, 1875
228	Anastacio Cordoba	375 00	Jan. 12, 1866	do	Cheyennes	Dec. 17, 1875
228	L. H. Cole	42 00	Nov. 30, 1874	Utah	Utes	Dec. 23, 1875
229	Hugh T. Richards	250 00	Sept. 15, 1874	Kansas	Cheyennes	Sept. 15, 1874
229	O. H. Sharon	100 00	July 3, 1874	do	do	Dec. 17, 1875

citizens, presented to or filed in the Department of the Interior, &c.—Continued.

Action of Indian Bureau upon claim.		Date of report or letter of Indian Bureau.	Action of Department.
Sent to agent for investigation			
do			
do			
do			
do			
Reported to Secretary of the Interior for allowance in the sum of—	\$13,275 00	June 16, 1875	Transmitted to Congress Jan- uary 5, 1876.
do	600 00	Mar. 1, 1875	Do.
do	1,960 00	Nov. 16, 1875	Transmitted to Congress Jan- uary 7, 1876.
do	3,000 00	Nov. 27, 1875	Do.
Reported to Secretary of the Interior for disallowance.		Oct. 24, 1875	Do.
do		Nov. 16, 1875	Do.
No law applicable to the case			
Sent to agent for investigation			
do			
do			
Reported to Secretary of the Interior for disallowance.		Feb. 17, 1876	Transmitted to Congress Feb- ruary 21, 1876.
Sent to agent for investigation			
do			
Reported to Secretary of the Interior for disallowance.		Oct. 27, 1875	Transmitted to Congress Jan- uary 5, 1876.
do		June 28, 1875	Transmitted to Congress Jan- uary 6, 1876.
Reported to Secretary of the Interior for allowance in the sum of—	1,385 00	Oct. 27, 1875	Transmitted to Congress Jan- uary 7, 1876.
do	125 00	Nov. 13, 1875	Do.
Reported to Secretary of the Interior for disallowance.		Aug. 9, 1875	Do.
Sent to agent for investigation			
do			
do			
do			
do			
do			
do			
do			
do			
Reported to Secretary of the Interior for disallowance.		Dec. 1, 1875	Transmitted to Congress Jan- uary 8, 1876.
do		Oct. 26, 1875	Transmitted to Congress Jan- uary 7, 1876.
Reported to Secretary of the Interior for allowance in the sum of—	300 00	Dec. 1, 1875	Transmitted to Congress Jan- uary 8, 1876.
Sent to agent for investigation			
do			
do			
do			
Reported to the Secretary of the Interior for allowance in the sum of—	260 00	Feb. 7, 1876	Transmitted to Congress Feb- ruary 21, 1876.
Sent to agent for investigation			
do			
do			
do			
do			
do			
Reported to the Secretary of the Interior for disallowance.		Feb. 28, 1876	Transmitted to Congress Mar. 11, 1876.
do		Feb. 9, 1876	Transmitted to Congress Feb- ruary 21, 1876.
Reported to the Secretary of the Interior for allowance in the sum of—	200 00	Feb. 16, 1876	Do.
do	100 00	Feb. 16, 1876	Do.

No. 1.—List of claims for losses through depredations committed by Indians upon

Page of register.	Name of claimant.	Full amount of claim.	Date when the depredation was committed.	Place or country where the depredation was committed.	Tribe or band to which depredators belong.	Date of presentation of the claim to the Indian Bureau.
229	James C. Loring	\$2,360 00	Oct. 13, 1872	Kansas	Cheyennes	Dec. 17, 1875
229	Vincente Garcia.....	290 00	July 15, 1867	do	do	Dec. 17, 1875
229	George W. Wright	250 00	July 15, 1874	do	Arapahoes	Dec. 20, 1875
229	William A. Cowl	4,000 00	July 26, 1874	do	do	Dec. 20, 1875
229	A. J. Hunter	2,485 00	Sept. 10, 1875	Montana	River Crows..	Dec. 27, 1875
230	Calvin Dean.....	465 00	Apr. 19, 1875	Kansas	Osages.....	Jan. 3, 1876
230	P. Dobbin	60 00	Apr. 1, 1875	do	do	Jan. 3, 1876
230	S. Tuttle	83 00	June 20, 1875	do	do	Jan. 3, 1876
230	J. C. Hopkins.....	93 00	Apr. 18, 1875	do	do	Jan. 3, 1876
230	Hiram H. Wiggins, sr..	815 00	July 23, 1875	do	do	Jan. 3, 1876
230	Abner H. Reagan.....	400 00	July 14, 1870	Texas.....	Comanches ...	Jan. 4, 1876
230	Isaac Wiley	670 00	May 23, 1872	do	do	Jan. 4, 1876
231	Gideon P. Cowen.....	15,000 00	July 7, 1858	do	do	Jan. 4, 1876
231	Decatur Barton	13,515 00	[1866, '69, '70]	do	do	Jan. 4, 1876
231	James Whitehead.....	26,190 00	.....	.....	.....	Jan. 12, 1876
231	Albert Hallapay	9,852 00	June 14, 1867	Dakota	Sioux and Cheyennes.	Feb. 11, 1876
231	do.....	3,796 00	Aug. 10, 1864	do	do	Feb. 11, 1876
231	Charles N. Emery	13,239 00	Aug. 9, 1864	do	do	Feb. 11, 1876
231	John Sedivij	53 90	Feb. 18, 1873	do	Sioux	Dec. 15, 1875
232	Matins Herbeck.....	430 00	May 21, 1874	do	do	Dec. 15, 1875
232	Tomas Konig	150 00	May 21, 1874	do	do	Dec. 15, 1875
232	Antoin Pishel.....	25 00	May 21, 1874	do	do	Dec. 15, 1875
232	Frank Tuck.....	150 00	May 21, 1874	do	do	Dec. 15, 1875
232	Josef Greger.....	175 00	Sept. 8, 1873	do	do	Dec. 15, 1875
232	Werzel Kurka	175 00	Aug. 27, 1873	do	do	Feb. 20, 1876
232	Wenzel Diez	45 00	Sept. 8, 1873	do	do	Feb. 20, 1876
233	Joseph Kurka.....	40 00	Sept. 18, 1873	do	do	Dec. 15, 1875
233	Leander E. Wells.....	5,500 00	June 24, 1863	Nebraska	Pawnees and Omahas.	Feb. 24, 1876
	Total amount	876,442 61				

INDIAN DEPREDATION CLAIMS.

citizens, presented to or filed in the Department of the Interior, &c.—Continued.

Action of Indian Bureau upon claim.		Date of report or letter of Indian Bureau.	Action of Department.
Reported to the Secretary of the Interior for allowance in the sum of—	\$1,860 00	Feb. 29, 1876	Transmitted to Congress Mar. 11, 1876.
Reported to the Secretary of the Interior for disallowance.	.....	Feb. 2, 1876	Transmitted to Congress Feb- ruary 21, 1876.
Reported to the Secretary of the Interior for allowance in the sum of—	205 00	Mar. 1, 1876	Transmitted to Congress Mar. 11, 1876.
Sent to agent for investigation .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
Reported to the Secretary of the Interior for disallowance.	.....	Feb. 11, 1876	Transmitted to Congress Feb- ruary 21, 1876.
Sent to agent for investigation .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
Reported to the Secretary of the Interior for disallowance.	.....	.....	.....
Sent to agent for investigation .....	.....	Mar. 3, 1876	Transmitted to Congress Mar. 11, 1876.
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
do .....	.....	.....	.....
Total amount allowed.....	158,941 50		

No. 2.—List showing the action of the Department of the Interior between May 1, 1874, and March 15, 1876, in regard to a number of the claims for losses through depredations by Indians, embraced in the list prepared in conformity with resolution of the United States House of Representatives of April 30, 1874, (which list, with the letter of the Department dated January 9, 1875, transmitting the same to the Speaker of the House of Representatives, is contained in H. R. Ex. Doc. No. 65, Forty-third Congress, Second Session,) upon which claims no definite action had been taken by the Department prior to May 1, 1874.

Page of register No. 1.	Name of claimant.	Full amount of claim.	Action of Indian Bureau.	Amount allowed.	Date of letter or report of Indian Bureau.	Action of Department.
63	John Richard.....	\$8,000 00	Reported to the Secretary of the Interior for disallowance.....	.....	July 28, 1874	Transmitted to Congress December 9, 1874.
69	Sammuel Jocks.....	1,056 87	Reported to the Secretary of the Interior for allowance in the sum of—	\$500 00	July 15, 1875	Transmitted to Congress January 5, 1876.
77	Antonio Baca y Baca..	10,000 00	do.....	8,000 00	June 16, 1874	Transmitted to Congress January 17, 1874.
86	Z. B. Thibedeau.....	8,000 00	Reported to the Secretary of the Interior for disallowance.....	.....	June 26, 1875	Transmitted to Congress January 5, 1876.
95	Michael Duval.....	1,015 00	Reported to the Secretary of the Interior for allowance in the sum of—	620 00	May 15, 1875	Do.
95	Antonio Le Blan.....	2,700 00	do.....	1,660 00	Aug. 14, 1874	Transmitted to Congress December 9, 1874.
96	James Bordeaux.....	1,575 00	do.....	1,575 00	May 13, 1875	Transmitted to Congress January 5, 1876.
105	C. R. Roberts.....	707 00	do.....	570 00	Apr. 8, 1874	Transmitted to Congress April 8, 1874.
108	John Davidson.....	603 00	Reported to the Secretary of the Interior for disallowance.....	.....	Oct. 30, 1874	Transmitted to Congress December 11, 1874.
109	Gasper Ortiz y Alaria	4,130 00	Reported to the Secretary of the Interior for allowance in the sum of—	2,400 00	Apr. 9, 1875	Transmitted to Congress January 5, 1876.
110	Miguel Montoya.....	2,120 00	do.....	640 00	July 6, 1875	Transmitted to Congress January 6, 1876.
110	Juan Maria Baca.....	8,147 50	do.....	4,120 00	June 25, 1875	Transmitted to Congress January 5, 1876.
110	Juan Lucero.....	4,395 50	do.....	2,960 00	June —, 1875	Transmitted to Congress July 6, 1875.
110	Jacob S. Bender, or Abney & Bender.	3,023 50	do.....	1,470 00	Feb. 5, 1875	Transmitted to Congress February 5, 1875.
111	Bushrod W. Warren..	400 00	Reported to the Secretary of the Interior for disallowance.....	.....	Feb. 15, 1875	Transmitted to Congress February 16, 1875.
113	Myron I. Holmes.....	500 00	Reported to the Secretary of the Interior for allowance in the sum of—	300 00	Apr. 8, 1875	Transmitted to Congress January 5, 1876.
133	José Padilla y Marino.	735 50	do.....	302 50	Nov. 18, 1874	Transmitted to Congress December 11, 1874.
134	Durfee & Peck.....	24,694 62	do.....	14,129 75	Feb. 3, 1874	Transmitted to Congress March 27, 1874.
136	Marion Thornburg.....	7,626 00	do.....	4,935 00	Jan. 27, 1875	Transmitted to Congress January 28, 1875.
142	Elmore Evans.....	210 00	Reported to the Secretary of the Interior for disallowance.....	.....	June 29, 1874	Transmitted to Congress December 9, 1874.
144	Thomas V. Kearns.....	1,300 00	do.....	.....	Dec. 11, 1874	Transmitted to Congress December 12, 1874.
146	L. J. Gylam.....	400 00	do.....	.....	Apr. 22, 1875	Transmitted to Congress January 5, 1876.
146	do.....	360 00	Reported to the Secretary of the Interior for allowance in the sum of—	250 00	Apr. 20, 1875	Do.
146	do.....	450 00	do.....	380 00	Apr. 20, 1875	Do.
146	Hester O. Sharp.....	1,005 00	do.....	800 00	Mar. 16, 1875	Do.
146	A. J. Powell.....	5,200 00	do.....	400 00	Apr. 14, 1875	Do.

147	John McRea	80 00	do	50 00	Feb. 5, 1874	Transmitted to Congress March 27, 1874
147	Nathan Williams	791 00	Reported to the Secretary of the Interior for disallowance	.....	Mar. 18, 1875	Transmitted to Congress January 5, 1876.
147	Thomas Chevalier	1, 175 75	do	.....	Apr. 3, 1875	Do.
148	John Scissons	5, 000 00	do	.....	Mar. 14, 1875	Do.
151	John Richard	6, 500 00	Reported to the Secretary of the Interior for allowance in the sum of—	3, 300 00	May 16, 1874	Transmitted to Congress May 18, 1874.
153	John H. Gregg	2, 145 00	do	1, 120 00	May 3, 1874	Transmitted to Congress May 4, 1874.
153	Hunning, Franz and Charles.	8, 460 00	do	6, 000 00	June 13, 1874	Transmitted to Congress January 15, 1874.
154	Charles A. Henry	113 10	Reported to the Secretary of the Interior for disallowance	.....	July 28, 1874	Transmitted to Congress December 9, 1874.
154	Charles M. Dupont	95 75	do	.....	July 25, 1874	Do.
154	Nelson Dedrick	69 35	do	.....	July 28, 1874	Do.
154	William A. Rankin	850 00	Reported to the Secretary of the Interior for allowance in the sum of—	400 00	Feb. 2, 1875	Transmitted to Congress February 3, 1875.
155	Henry Pichika	50 00	do	50 00	Aug. 27, 1874	Transmitted to Congress December 9, 1874.
155	Daniel Tucker	60 00	do	60 00	Aug. 15, 1874	Do.
159	William Paxton	4, 400 00	Reported to the Secretary of the Interior for disallowance	.....	Mar. 24, 1875	Transmitted to Congress January 5, 1876.
160	Mary A. Hall	11, 264 60	Reported to the Secretary of the Interior for allowance in the sum of—	2, 175 00	Nov. 20, 1874	Transmitted to Congress December 11, 1874.
164	Drusilla H. Swanger	243 00	do	200 00	Nov. 23, 1874	Do.
164	A. N. Wood	225 00	do	185 00	Sept. 1, 1874	Do.
164	Elizabeth Harper	300 00	do	250 00	Aug. 31, 1874	Transmitted to Congress December 9, 1874.
164	Joseph Rice	100 00	do	100 00	Aug. 27, 1874	Do.
165	Oliver P. Wiggins	4, 850 00	do	4, 510 00	Feb. 2, 1875	Transmitted to Congress February 3, 1875.
167	A. H. Mills	3, 785 00	do	4, 750 00	Sept. 1, 1874	Transmitted to Congress December 11, 1874.
167	Raphael Romero	22, 000 00	do	11, 580 00	May 5, 1875	Transmitted to Congress January 5, 1876.
170	F. M. Shore	395 00	do	300 00	May 15, 1875	Do.
170	C. C. Shore	214 75	do	64 75	Sept. 2, 1871	Transmitted to Congress December 11, 1874.
170	Lewis J. Gylam	2, 557 00	do	1, 168 75	Apr. 24, 1875	Transmitted to Congress January 5, 1876.
171	Eugene W. Don	400 00	do	250 00	Apr. 22, 1875	Do.
171	John Briggs	6, 675 00	do	5, 410 00	Apr. 22, 1875	Do.
171	Rael Francisco	6, 150 00	Reported to the Secretary of the Interior for disallowance	.....	July 18, 1874	Transmitted to Congress December 9, 1874.
171	Pemston & Miller	120, 246 80	do	.....	June 11, 1875	Transmitted to Congress January 5, 1876.
172	James M. Harris	150 00	Reported to the Secretary of the Interior for allowance in the sum of—	125 00	Nov. 9, 1874	Transmitted to Congress December 11, 1874.
172	Coad & Brother	41, 099 75	do	19, 815 37	Feb. 11, 1875	Transmitted to Congress February 12, 1875.
172	Raymond Burke	5, 385 00	Reported to the Secretary of the Interior for disallowance	.....	Nov. 3, 1874	Transmitted to Congress December 11, 1874.
174	Hugh Anderson	1, 016 00	do	.....	Nov. 2, 1874	Transmitted to Congress December 11, 1874.
174	Probst & Kirchner	900 00	Reported to the Secretary of the Interior for allowance in the sum of—	560 00	May 9, 1874	Transmitted to Congress May 11, 1874.
175	Lewis W. Drennen	450 00	do	375 00	May 2, 1874	Transmitted to Congress May 4, 1874.
176	T. W. McIntosh	564 75	do	350 00	May 1, 1874	Transmitted to Congress May 2, 1874.
176	Zachary T. Walrond	150 00	do	150 00	May 5, 1874	Transmitted to Congress May 6, 1874.
177	Treasurer of Fifth Regiment of United States Infantry, Lieut. G. M. Baird.	1, 337 05	do	960 70	May 9, 1874	Transmitted to Congress May 11, 1874.
177	R. H. Stapleton	200 00	Reported to the Secretary of the Interior for disallowance	.....	Nov. 4, 1874	Do.
177	Eli M. Sewell	1, 080 00	Reported to the Secretary of the Interior for allowance in the sum of—	825 00	Nov. 4, 1874	Do.
178	A. V. Neeley	125 00	do	125 00	Jan. 26, 1875	Transmitted to Congress January 27, 1875.
179	Baker & Gilbert	3, 060 00	do	422 00	Mar. 10, 1875	Transmitted to Congress January 5, 1876.

INDIAN DEPREDATION CLAIMS.

—List showing the action of the Department of the Interior between May 1, 1874, and March 15, 1876, in regard to a number of the claims for losses through depredations by Indians, &c.—Continued.

Page of register No. 1.	Name of claimant.	Full amount of claim.	Action of Indian Bureau.	Amount allowed.	Date of letter or report of Indian Bureau.	Action of Department.
179	B. P. McDonald	\$1,845 86	Reported to the Secretary of the Interior for disallowance.	.....	Apr. 1, 1875	Transmitted to Congress January 5, 1876.
180	Eliza Hazlewood	1,655 00	do	.....	Mar. 23, 1875	Transmitted to Congress January 6, 1876.
180	A. G. Shaw	983 65	do	.....	May 7, 1875	Do.
180	John Hensley	5,450 00	Reported to the Secretary of the Interior for allowance in the sum of—	\$2,350 00	Jan. 20, 1875	Transmitted to Congress January 21, 1875.
181	Frazer Boughter	145 00	do	145 00	May 6, 1874	Transmitted to Congress May 7, 1874.
181	Susan M. Rivers	5,260 00	do	3,120 00	May 4, 1874	Transmitted to Congress May 5, 1874.
181	W. J. Welborn	925 00	Reported to the Secretary of the Interior for disallowance.	.....	Aug. 31, 1874	Transmitted to Congress December 9, 1874.
182	Edward L. Walker	1,075 00	do	.....	Jan. 23, 1875	Transmitted to Congress January 25, 1875.
182	do	500 00	do	.....	Jan. 23, 1875	Do.
182	Thomas McCarty	1,500 00	do	.....	Feb. 3, 1875	Transmitted to Congress February 4, 1875.
182	W. H. Clark	820 00	do	.....	Apr. 2, 1875	Transmitted to Congress January 5, 1876.
182	James C. Loring	2,175 00	Reported to the Secretary of the Interior for allowance in the sum of—	1,525 00	Aug. 29, 1874	Transmitted to Congress December 9, 1874.
182	Susan Marble, (R. F. Lee, J. A. Lee, Albert Lee, heirs.)	27,915 00	do	2,915 00	Mar. 6, 1875	Transmitted to Congress January 5, 1876.
183	A. J. Henson	1,250 00	do	1,250 00	Jan. 19, 1875	Transmitted to Congress January 20, 1875.
183	Miller & Harden	11,300 00	do	3,500 00	Apr. 26, 1875	Transmitted to Congress January 5, 1876.
183	C. P. Higgins and E. L. Worden	400 00	do	175 00	Oct. 28, 1874	Transmitted to Congress December 11, 1874.
183	C. W. Cooper	7,690 00	do	2,250 00	May 17, 1875	Transmitted to Congress January 5, 1876.
184	John Cook's estate by F. Cook	2,104 85	do	800 00	May 14, 1874	Transmitted to Congress May 15, 1874.
184	J. A. Browning	1,775 00	Reported to the Secretary of the Interior for disallowance.	.....	June 12, 1875	Transmitted to Congress January 5, 1876.
184	Joseph Hunt	100 00	do	.....	Oct. 23, 1874	Transmitted to Congress December 11, 1874.
185	Cyrus Case	1,000 00	do	.....	Nov. 19, 1874	Do.
185	George Anderson	1,000 00	do	.....	Nov. 19, 1874	Do.
185	D. J. Murphy	11,350 00	Reported to the Secretary of the Interior for allowance in the sum of—	3,125 00	Nov. 14, 1874	Transmitted to Congress January 5, 1876.
185	Nicholas Dowling	1,644 00	do	1,300 00	Oct. 24, 1874	Transmitted to Congress December 11, 1874.
185	James T. Shed	415 00	do	290 00	July 19, 1875	Transmitted to Congress January 6, 1876.
185	W. H. H. Sheppard, or Shepherd.	2,150 00	do	100 00	Mar. 20, 1875	Transmitted to Congress January 5, 1876.

185	James H. Nixon, (ad- ministrators of estate of John Nixon.)	5,615 00	do	400 00	Mar. 19, 1875	Do.	
186	P. Thorp, D. Pratt, and A. K. Stanton.	2,740 00	do	540 00	Mar. 19, 1875	Do.	
186	Ludwig Kramer	1,217 25	do	650 00	Oct. 24, 1874	Transmitted to Congress December 11, 1874.	
186	John Jackson	1,175 00	do	650 00	Oct. 24, 1874	Transmitted to Congress January 22, 1875.	
186	H. H. Stockman	12,458 00	Reported to the Secretary of the Interior for disallowance		Apr. 30, 1875	Transmitted to Congress January 5, 1876.	
186	Matilda Moss	1,515 00	do		July 18, 1875	Transmitted to Congress January 19, 1875.	
187	Martin T. Minor	3,865 00	do		Jan. 20, 1875	Transmitted to Congress January 21, 1875.	
187	John D. Gray	550 00	do		Jan. 16, 1875	Transmitted to Congress January 18, 1875.	
187	Z. B. Thibadeau	8,000 00	do		June 26, 1875	Transmitted to Congress January 5, 1876.	
187	Samuel B. Starr	1,500 00	do		Nov. 11, 1874	Transmitted to Congress December 11, 1874.	
188	W. A. Westover	2,720 00	Reported to the Secretary of the Interior for allowance in the sum of—	2,520 00	Jan. 21, 1875	Transmitted to Congress January 22, 1875.	
188	Joseph M. Allen	995 00	do	580 00	Aug. 23, 1874	Transmitted to Congress December 9, 1874.	
188	Nils Peterson	300 00	do	250 00	Aug. 29, 1874	Do.	
188	Samuel Reno	1,609 00	do	1,140 00	Jan. 29, 1875	Transmitted to Congress January 30, 1875.	
188	Jacob Miller	1,210 00	do	850 00	Feb. 15, 1875	Transmitted to Congress February 16, 1875.	
189	C. W. Goddard	4,050 00	do	3,825 00	Mar. 15, 1875	Transmitted to Congress January 5, 1876.	
189	Frank Aldrich	935 00	do	510 00	Aug. 28, 1874	Transmitted to Congress December 9, 1874.	
189	Lewis McCoy	984 00	do	704 00	Mar. 20, 1875	Transmitted to Congress January 5, 1876.	
189	J. T. Hazelwood	255 00	Reported to the Secretary of the Interior for disallowance		Mar. 20, 1875	Do.	
189	L. A. Allen	320 00	do		July 31, 1874	Transmitted to Congress December 9, 1874.	
189	John S. Friend	6,500 00	Reported to the Secretary of the Interior for allowance in the sum of—	6,500 00	Jan. 15, 1875	Transmitted to Congress January 16, 1875.	
190	James Wilcox	2,492 00	do	4,500 00	Oct. 30, 1874	Transmitted to Congress December 11, 1874.	
190	P. J. Louergan	8,608 00	do	520 00	Nov. 10, 1874	Do.	
190	E. Artt	520 00	Reported to the Secretary of the Interior for disallowance		June 19, 1874	Transmitted to Congress January 20, 1874.	
190	Hall & Bros	1,400 00	do		Mar. 9, 1876	Transmitted to Congress March 11, 1876.	
191	Frederick Nobman	995 00	do		Nov. 11, 1874	Transmitted to Congress December 11, 1874.	
191	Thomas James	2,175 00	do		Aug. 29, 1874	Transmitted to Congress December 9, 1874.	
191	John N. Copeland	1,085 00	do		Sept. 3, 1874	Transmitted to Congress December 11, 1874.	
191	Thompson Horn & Co	1,120 00	do		Sept. 5, 1874	Do.	
191	Thomas E. Owen	2,580 00	Reported to the Secretary of the Interior for allowance in the sum of—	2,455 00			
191	Albino Ortega	650 00	do	500 00	Aug. 8, 1874	Transmitted to Congress December 9, 1874.	
191	Bernardo Valencia	1,600 00	do	1,280 00	May 21, 1874	Transmitted to Congress May 22, 1874.	
192	W. W. Rockhill	3,000 00	do	2,400 00	July 31, 1874	Transmitted to Congress December 9, 1874.	
192	William F. Pace	150 00	do	125 00	Aug. 10, 1874	Do.	
192	Robert M. Gilbert	235 00	Reported to the Secretary of the Interior for disallowance	175 00	Aug. 8, 1875	Do.	
192	John B. Colomb	625 00	do		Nov. 9, 1874	Transmitted to Congress December 11, 1874.	
192	R. H. Stapleton	250 00	do		Aug. 14, 1874	Transmitted to Congress December 9, 1874.	
193	Narcisse Moran	75 00	do		Aug. 15, 1874	Do.	
193	E. M. Sewell & Co	1,000 00	do		Aug. 13, 1874	Do.	
193	José Dolores Gonzales	1,136 00	do		Aug. 5, 1874	Do.	
193	Charles E. Guern	2,100 00	do		Nov. 2, 1874	Transmitted to Congress December 11, 1874.	
193	do	2,425 00	Reported to the Secretary of the Interior for allowance in the sum of—	2,000 00	Aug. 15, 1874	Transmitted to Congress December 9, 1874.	
193	Martha Mosley	2,150 00	do	1,825 00	Aug. 13, 1874	Do.	
193	William Leonard	25,150 00	do	125 00	Sept. 4, 1874	Transmitted to Congress December 11, 1874.	
194	Morris Lockwood	2,200 00	do	100 00	Nov. 25, 1874	Do.	
194	do	5,725 00	do	475 00	Nov. 24, 1874	Do.	

No. 2.—List showing the action of the Department of the Interior between May 1, 1874, and March 15, 1876, in regard to a number of the claims for losses through depredations by Indians, &c.—Continued.

Page of register No. 1.	Name of claimant.	Full amount of claim.	Action of Indian Bureau.	Amount allowed.	Date of letter or report of Indian Bureau.	Action of Department.
194	Coad & Brother.....	\$5,600 00	Reported to the Secretary of the Interior for allowance in the sum of—	\$2,100 00	Oct. 29, 1874	Transmitted to Congress December 11, 1874.
194	George Owens	633 50	do	500 00	Nov. 6, 1874	Do.
194	José Dolores Gonzales	480 00	Reported to the Secretary of the Interior for disallowance .....	.....	July 11, 1874	Transmitted to Congress December 9, 1874.
194	Francisco Rael.....	1,800 00	do .....	.....	July 16, 1874	Do.
194	John W. Codwell	13,245 00	do .....	.....	Apr. 20, 1875	Transmitted to Congress January 5, 1876.
195	John and Caroline Bickley.....	180 00	do .....	.....	Nov. 12, 1874	Transmitted to Congress December 11, 1874.
195	L. J. F. Jaeger... ..	3,000 00	Reported to the Secretary of the Interior for allowance in the sum of—	3,000 00	Nov. 7, 1874	Do.
195	Thomas Knott.....	600 00	do	400 00	June 12, 1875	Transmitted to Congress January 5, 1876.
	Total amount	602,274 25	Total amount allowed.....	172,387 82		

No. 3.—List showing what claims for losses through depredations committed by Indians upon citizens, and presented or filed prior to April 1, 1864, have been examined by the Indian Bureau and reported to the Department of the Interior, and by the Department transmitted to Congress, between May 1, 1874, and March 15, 1876.

Page of Register A.	Name of claimant.	Full amount of claim.	Action of Indian Bureau.	Amount allowed.	Date of letter or report of Indian Bureau.	Action of Department.
76	Estafran Aragon	\$3, 370 00	Reported to the Secretary of the Interior for allowance in the sum of—	\$3, 160 00	June 1, 1875	Transmitted to Congress January 5, 1876.
76	José Francisco Aragon	110 00	do	100 00	Mar. 11, 1875	Do.
76	Reges Aragon	450 00	do	360 00	Feb. 28, 1875	Transmitted to Congress January 7, 1876.
76	do	190 00	do	110 00	Dec. 14, 1874	Transmitted to Congress December 15, 1874.
76	Sylvester Abieta	2, 100 00	Reported to the Secretary of the Interior for disallowance.	.....	Mar. 7, 1875	Transmitted to Congress January 5, 1876.
77	Juan Abieta	104 00	do .....	.....	Dec. 4, 1874	Transmitted to Congress December 4, 1874.
77	Jesus Abieta	795 00	do .....	.....	Dec. 21, 1874	Transmitted to Congress December 22, 1874.
77	José Armijo	905 00	do .....	.....	June 3, 1875	Transmitted to Congress January 5, 1876.
77	Pedro Armijo	3, 585 00	do .....	.....	Sept. 7, 1875	Transmitted to Congress January 7, 1876.
78	do	150 00	do .....	.....	Sept. 18, 1875	Do.
78	do	940 00	do .....	.....	Sept. 7, 1875	Do.
78	do	3, 950 00	do .....	.....	July 1, 1875	Transmitted to Congress January 6, 1876.
78	Mannuel and Rafael Armijo.	7, 875 00	do .....	.....	Sept. 7, 1875	Transmitted to Congress January 7, 1876.
78	Juan Antonio Armijo	120 00	do .....	.....	Sept. 7, 1875	Do.
79	Salvador Apodaca	3, 450 00	do .....	.....	Dec. 7, 1874	Transmitted to Congress December 18, 1874.
79	José Apodaca	300 00	do .....	.....	Sept. 6, 1875	Transmitted to Congress January 7, 1876.
79	Rafael Apodaca	800 00	do .....	.....	Sept. 10, 1875	Do.
79	Pedro Aguirre	640 00	do .....	.....	Sept. 8, 1875	Do.
79	do	2, 120 00	do .....	.....	Dec. 23, 1875	Transmitted to Congress January 5, 1875.
80	Epifanio Aguirre	1, 700 00	do .....	.....	Sept. 3, 1875	Transmitted to Congress January 7, 1876.
83	Pedro Baca	180 00	do .....	.....	Jan. 4, 1875	Transmitted to Congress January 5, 1875.
83	Jesus Maria Baca	680 00	do .....	.....	Dec. 7, 1875	Transmitted to Congress January 8, 1876.
84	José M. Baca	3, 930 00	do .....	.....	Dec. 15, 1875	Do.
84	Marcellino Baca	1, 053 00	do .....	.....	Dec. 14, 1875	Do.
84	José Albino Baca	4, 275 00	do .....	.....	Dec. 24, 1874	Transmitted to Congress January 5, 1875.
85	Luis M. Baca and Ramona Baca.	950 00	do .....	.....	Dec. 1, 1874	Transmitted to Congress December 11, 1874.
85	Francisco Tomas C. de Baca.	2, 695 00	Reported to the Secretary of the Interior for allowance in the sum of—	1, 540 00	Sept. 9, 1875	Transmitted to Congress, January 7, 1876.
85	E. Tomas Cabeza de Baca.	2, 330 00	Reported to the Secretary of the Interior for disallowance .....	.....	Dec. 29, 1875	Transmitted to Congress January 8, 1876.

No. 3.—List showing claims for losses through depredations committed by Indians upon citizens, &c.—Continued.

Page of register A.	Name of claimant.	Full amount of claim.	Action of Indian Bureau.	Amount allowed.	Date of letter or report of Indian Bureau.	Action of Department.
85	Francisco Tomas C. de Baca.	\$300 00	Reported to the Secretary of the Interior for disallowance	.....	June 1, 1875	Transmitted to Congress January 8, 1876.
86	Thomas Biggs	7, 150 00	do	.....	Mar. 3, 1875	Transmitted to Congress January 5, 1876.
86	Juan Antonio Borego	720 00	do	.....	Jan. 4, 1876	Transmitted to Congress January 15, 1876.
89	Pedro Chavez.	103 00	do	.....	Sept. 3, 1875	Transmitted to Congress January 7, 1876.
89	Manuel Chaves	430 00	do	.....	Sept. 2, 1875	Do.
90	José Lorette Chaves	310 00	do	.....	Jan. 3, 1876	Transmitted to Congress January 15, 1876.
90	Rafael Chaves	2, 728 00	do	.....	Jan. 7, 1875	Transmitted to Congress January 14, 1875.
90	José Antonio Chaves	1, 000 00	do	.....	July 3, 1875	Transmitted to Congress January 6, 1876.
90	Antonio José Chaves	2, 900 00	do	.....	Jan. 6, 1876	Transmitted to Congress January 15, 1876.
90	do	750 00	do	.....	Dec. 11, 1874	Transmitted to Congress December 12, 1874.
91	Jesus Maria Chaves	390 00	do	.....	Aug. 31, 1875	Transmitted to Congress January 7, 1876.
91	Juan José Carrera	50 00	do	.....	Dec. 19, 1874	Transmitted to Congress December 21, 1874.
91	José Maria Chaves	1, 700 00	Reported to the Secretary of the Interior for allowance in the sum of—	\$1, 220 00	Sept. 2, 1875	Transmitted to Congress January 7, 1876.
92	José Candelario	40 00	Reported to the Secretary of the Interior for disallowance	.....	Dec. 22, 1874	Transmitted to Congress December 23, 1874.
92	John Joseph Capoulade	6, 510 00	do	.....	Dec. 21, 1874	Transmitted to Congress December 22, 1874.
92	Juan Andrés Contre-ras.	4, 610 00	do	.....	June 3, 1875	Transmitted to Congress January 5, 1876.
92	Henry Connelly	23, 866 50	do	.....	Jan. 7, 1876	Transmitted to Congress January 15, 1876.
93	Juan Augustin Cordova.	2, 030 00	do	.....	Dec. 31, 1874	Transmitted to Congress January 5, 1875.
93	Juan B. Cordova	150 00	Reported to the Secretary of the Interior for allowance in the sum of—	50 00	Dec. 9, 1874	Do.
96	José H. Divine	5, 000 00	do	3, 500 00	July 26, 1875	Transmitted to Congress January 6, 1876.
96	Alexander Duvall	60 00	do	60 00	Dec. 16, 1874	Transmitted to Congress December 17, 1874.
99	John M. Francisco	199 00	Reported to the Secretary of the Interior for disallowance	.....	June 8, 1875	Transmitted to Congress January 5, 1876.
99	Francis Flecher	1, 980 00	do	.....	June 7, 1875	Do.
99	José Dolorez Fernandez.	225 00	do	.....	Sept. 1, 1875	Transmitted to Congress January 8, 1876.
100	Roman Gacia, (Garcia)	7, 659 00	do	.....	Aug. 30, 1875	Transmitted to Congress January 7, 1876.
100	José G. Garcia	125 00	do	.....	July 24, 1875	Transmitted to Congress January 6, 1876.
100	Victor Garcia	275 00	Reported to the Secretary of the Interior for allowance in the sum of—	195 00	Dec. 11, 1875	Transmitted to Congress January 8, 1876.
100	Felix Garcia	2, 225 00	do	1, 770 00	Sept. 1, 1875	Do.
101	Maria M. Gallegos	481 00	do	100 00	Mar. 6, 1875	Transmitted to Congress January 5, 1876.

101	Esteben Garcia	260 00	Reported to the Secretary of the Interior for disallowance	.....	100 00	Dec. 6, 1875	Transmitted to Congress January 8, 1876.
101	José Antonio Gallegos	100 00	Reported to the Secretary of the Interior for allowance in the sum of—	.....	.....	Dec. 9, 1874	Transmitted to Congress December 11, 1874.
101	José Dolores Gallegos	165 00	Reported to the Secretary of the Interior for disallowance	.....	.....	Jan. 7, 1875	Transmitted to Congress January 14, 1875.
101	Antonio José Gallegos	2,500 00	do .....	.....	.....	Jan. 7, 1875	Do.
102	Giddings & Beck	473 00	do .....	.....	.....	Aug. 10, 1875	Transmitted to Congress January 7, 1876.
102	do	250 00	do .....	.....	.....	Aug. 11, 1875	Do.
102	Yario Gonzales	150 00	do .....	.....	.....	Jan. 4, 1874	Transmitted to Congress January 5, 1875.
103	José Maria Gonzales	199 00	do .....	.....	.....	Dec. 23, 1874	Do.
103	Juan Domingo Gonzales	950 00	do .....	.....	.....	July 26, 1875	Transmitted to Congress January 6, 1876.
103	Sabino Gonzales	710 00	do .....	.....	.....	May 31, 1875	Transmitted to Congress January 5, 1876.
104	Barbara Gonzales	65 00	do .....	.....	.....	Dec. 22, 1874	Transmitted to Congress December 23, 1874.
104	Santiago Gonzales	2,065 00	Reported to the Secretary of the Interior for allowance in the sum of—	.....	270 00	July 28, 1875	Transmitted to Congress January 7, 1876.
104	Francisco Gonzales	1,845 00	do .....	.....	800 00	Sept. 1, 1875	Transmitted to Congress January 8, 1876.
104	Maria G. Gonzales	135 00	Reported to the Secretary of the Interior for disallowance	.....	.....	June 3, 1875	Transmitted to Congress January 5, 1876.
107	Lafayette Head	745 00	Reported to the Secretary of the Interior for allowance in the sum of—	.....	400 00	Sept. 1, 1875	Transmitted to Congress January 8, 1876.
108	William Ivers	1,804 00	Reported to the Secretary of the Interior for disallowance	.....	.....	July 7, 1875	Transmitted to Congress January 6, 1876.
109	Vincente Jaramilla	1,595 00	do .....	.....	.....	July 8, 1875	Do.
110	William Kronig	1,080 00	do .....	.....	.....	Jan. 4, 1875	Transmitted to Congress January 15, 1876.
111	Lorenzo Labadi	640 00	do .....	.....	.....	June 1, 1875	Transmitted to Congress January 5, 1876.
111	José de Jesus Lugan	7,682 00	do .....	.....	.....	Aug. 24, 1875	Transmitted to Congress January 7, 1876.
111	Auguste Lacomme & Brother	692 00	do .....	.....	.....	Dec. 14, 1875	Transmitted to Congress January 8, 1876.
111	John Loury	615 00	do .....	.....	.....	Dec. 29, 1875	Do.
111	Juan N. Lopez	70 00	do .....	.....	.....	Dec. 4, 1874	Transmitted to Congress January 5, 1875.
112	Francisco Lopez	470 00	do .....	.....	.....	Jan. 4, 1876	Transmitted to Congress January 15, 1876.
112	Juana C. Lovato	3,885 00	do .....	.....	.....	Dec. 8, 1875	Transmitted to Congress January 8, 1876.
112	Antonio José Luna	285 00	do .....	.....	.....	Jan. 4, 1875	Transmitted to Congress January 5, 1875.
112	do	3,189 00	do .....	.....	.....	Jan. 4, 1875	Do.
113	do	1,600 00	do .....	.....	.....	Dec. 17, 1874	Transmitted to Congress December 18, 1874.
113	do	700 00	do .....	.....	.....	Dec. 23, 1875	Transmitted to Congress January 8, 1876.
113	do	5,040 00	do .....	.....	.....	Aug. 26, 1875	Transmitted to Congress January 7, 1876.
113	do	3,892 00	do .....	.....	.....	Aug. 27, 1875	Do.
114	Francisco Luna	130 00	do .....	.....	.....	Dec. 1, 1874	Transmitted to Congress December 11, 1874.
114	Juan Luna	4,500 00	do .....	.....	.....	Dec. 23, 1875	Transmitted to Congress January 8, 1876.
114	do	4,425 00	do .....	.....	.....	Dec. 16, 1874	Transmitted to Congress December 17, 1874.
114	Lorenzo Luna José M. Padilla	125 00	do .....	.....	.....	Dec. 9, 1874	Transmitted to Congress December 11, 1874.
115	Ramon Luna	1,220 00	do .....	.....	.....	Dec. 2, 1874	Do.
115	Rafael Luna	700 00	do .....	.....	.....	Jan. 6, 1875	Transmitted to Congress Jan. 14, 1875.
115	do	500 00	do .....	.....	.....	Dec. 17, 1874	Transmitted to Congress December 18, 1874.
116	Julian Lucero	720 00	do .....	.....	.....	Dec. 3, 1874	Do.
116	do	1,575 00	do .....	.....	.....	Jan. 7, 1876	Transmitted to Congress January 15, 1876.
116	do	3,110 00	do .....	.....	.....	Sept. 26, 1875	Transmitted to Congress January 8, 1876.
117	Pablo Lucero	160 00	do .....	.....	.....	Dec. 15, 1874	Transmitted to Congress December 16, 1874.
117	Antonio Serafin Lu-zero	1,350 00	Reported to the Secretary of the Interior for allowance in the sum of—	.....	940 00	Nov. 22, 1875	Transmitted to Congress January 7, 1876.
118	Benito Larragoite	350 00	Reported to the Secretary of the Interior for disallowance	.....	.....	Nov. 29, 1875	Do.
120	José Benito Martin	1,110 00	do .....	.....	.....	Dec. 22, 1875	Transmitted to Congress January 8, 1876.

No. 3.—List showing claims for losses through depredations committed by Indians upon citizens, &c.—Continued.

Page of register A.	Name of claimant.	Full amount of claim.	Action of Indian Bureau.	Amount allowed.	Date of letter or report of Indian Bureau.	Action of Department.
120	José Benito Martinez.	\$1,450 00	Reported to the Secretary of the Interior for disallowance.	.....	Dec. 21, 1875	Transmitted to Congress January 8, 1876.
120	Vincente Martinez.	491 00	do	.....	Dec. 7, 1875	Do.
120	Cruz Martinez.	463 00	do	.....	Jan. 3, 1876	Transmitted to Congress January 15, 1876.
120	Pablo Martinez.	60 00	do	.....	Dec. 24, 1874	Transmitted to Congress January 5, 1875.
121	Levin Mitchell.	1,470 00	do	.....	Dec. 27, 1875	Transmitted to Congress January 8, 1876.
121	Ignacio Micro	406 00	Reported to the Secretary of the Interior for allowance in the sum of—	\$300 00	Dec. 15, 1874	Transmitted to Congress December 16, 1874.
121	Guadalupe Miranda	2,380 00	Reported to the Secretary of the Interior for disallowance.	.....	Aug. 14, 1875	Transmitted to Congress January 7, 1876.
121	W. W. McCoy.	200 00	do	.....	July 24, 1875	Transmitted to Congress January 6, 1876.
122	Gouveneur Morris.	175 00	do	.....	Aug. 16, 1875	Transmitted to Congress January 7, 1876.
122	Timothy McGowan.	10,755 00	do	.....	Jan. 6, 1875	Transmitted to Congress January 14, 1875.
122	Juan de Jesus Mores	2,250 00	do	.....	Dec. 18, 1875	Transmitted to Congress January 8, 1876.
122	Juan Montalla.	400 00	do	.....	Nov. 30, 1874	Transmitted to Congress December 11, 1874.
123	Estanislao Montoya.	9,200 00	Reported to the Secretary of the Interior for allowance in the sum of—	3,800 00	Aug. 27, 1875	Transmitted to Congress January 7, 1876.
123	Vincente Montoya.	115 00	Reported to the Secretary of the Interior for disallowance.	.....	July 24, 1875	Transmitted to Congress January 6, 1876.
123	José Antonio Montoya	9,105 00	do	.....	Jan. 5, 1875	Transmitted to Congress January 14, 1875.
123	José y Montoya.	1,350 00	do	.....	Dec. 7, 1875	Transmitted to Congress January 8, 1876.
124	Estanislao Montoya.	2,350 00	do	.....	Dec. 25, 1874	Transmitted to Congress January 5, 1875.
124	L. B. Maxwell and J. H. Quinn.	7,200 00	do	.....	Nov. 22, 1875	Transmitted to Congress January 7, 1875.
126	Gus. A. J. Noell.	660 00	do	.....	Jan. 5, 1875	Transmitted to Congress January 14, 1875.
127	Antonio M. Ortiz.	15,675 00	do	.....	Sept. 18, 1875	Transmitted to Congress January 7, 1876.
127	Casper Ortiz.	825 00	do	.....	Sept. 18, 1875	Transmitted to Congress January 18, 1876.
127	Juan Manuel Orgin	1,568 50	do	.....	June 5, 1875	Transmitted to Congress January 15, 1876.
128	Manuel Olona.	150 00	do	.....	Dec. 8, 1874	Transmitted to Congress December 11, 1874.
130	Felix Pedilla	973 00	do	.....	Jan. 6, 1876	Transmitted to Congress January 15, 1876.
130	Antonio Arana Paiz	750 00	Reported to the Secretary of the Interior for allowance in the sum of—	125 00	Oct. 23, 1875	Transmitted to Congress January 7, 1876.
130	Joseph Pley	7,920 00	do	5,500 00	Nov. 28, 1874	Transmitted to Congress December 11, 1874.
134	J. B. Richardson, U.S.A.	400 00	do	160 00	Aug. 10, 1875	Transmitted to Congress January 5, 1876.
134	Henry Rhine & Bros.	10,058 00	do	3,435 00	June 14, 1875	Do.
134	Miguel Romero	610 00	Reported to the Secretary of the Interior for disallowance	.....	Dec. 16, 1874	Transmitted to Congress December 17, 1874.
134	Miguel Sena y Romero	200 00	do	.....	July —, 1875	Transmitted to Congress January 6, 1876.
135	Manuel Romero.	525 00	do	.....	June 1, 1875	Transmitted to Congress January 5, 1876.

135	Juan Francisco Raybal	385 00	do	Dec. 22, 1875	Transmitted to Congress January 8, 1876.
136	Anthony B. Rohmann	2,625 00	do	Aug. 19, 1875	Transmitted to Congress January 7, 1876.
136	José Ruivoli	470 00	Reported to the Secretary of the Interior for allowance in the sum of—	Dec. 14, 1874	Transmitted to Congress December 15, 1874.
136	Francisco Salas	626 00	do	Dec. 9, 1875	Transmitted to Congress January 8, 1876.
136	Antonio Sandoval	3,625 00	Reported to the Secretary of the Interior for disallowance	Dec. 28, 1874	Transmitted to Congress January 5, 1875.
136	do	2,500 00	do	July 9, 1875	Transmitted to Congress January 6, 1876.
136	do	2,500 00	do	Aug. 20, 1875	Transmitted to Congress January 7, 1876.
139	do	6,500 00	do	July 8, 1875	Transmitted to Congress January 6, 1876.
139	Juan Gomez Sanchez	2,830 00	do	Dec. 28, 1875	Transmitted to Congress January 8, 1876.
139	Dubirjen Sanchez	75 00	Reported to the Secretary of the Interior for allowance in the sum of—	Jan. 4, 1875	Transmitted to Congress January 5, 1875.
140	Antonio Maria Sanchez	139 00	Reported to the Secretary of the Interior for disallowance	Dec. 21, 1875	Transmitted to Congress January 8, 1876.
140	Jesus Maria Sanchez	180 00	do	Dec. 14, 1875	Do.
140	do	3,305 00	do	Dec. 28, 1875	Do.
140	Hugh Stephenson	780 00	do	Dec. 24, 1874	Transmitted to Congress January 5, 1875.
141	Mariano Silva	1,750 00	do	Dec. 29, 1874	Do.
145	José Tellis	35 00	do	Dec. 24, 1874	Do.
145	José Tenorio	600 00	do	June 3, 1875	Transmitted to Congress January 5, 1876.
145	do	100 00	do	Jan. 6, 1875	Transmitted to Congress January 14, 1875.
146	Pedro Torres	669 00	do	Dec. 22, 1874	Transmitted to Congress December 23, 1874.
146	do	200 00	do	Dec. 20, 1875	Transmitted to Congress January 8, 1876.
146	do	600 00	do	Dec. 20, 1875	Do.
146	Pablo Trujillo	470 00	Reported to the Secretary of the Interior for allowance in the sum of—	Dec. 3, 1875	Do.
146	Manuel Trujillo	486 00	do	Dec. 12, 1874	Transmitted to Congress December 14, 1874.
147	José Anastacio Trujillo	370 00	do	Dec. 6, 1875	Transmitted to Congress January 8, 1876.
151	Juan D. Valdez	131 00	Reported to the Secretary of the Interior for disallowance	Dec. 27, 1875	Do.
151	Juan Benito Valdez	4,511 00	do	Dec. 11, 1875	Do.
151	Juan de Jesus Vigil	5,580 00	do	Dec. 24, 1875	Do.
151	Donaciano Vigil	300 00	do	Dec. 6, 1875	Transmitted to Congress January 6, 1876.
151	Ramon Vigil	2,310 00	Reported to the Secretary of the Interior for allowance in the sum of—	July 26, 1875	Transmitted to Congress January 7, 1876.
152	Bartolo Vigil	300 00	Reported to the Secretary of the Interior for disallowance	Aug. 13, 1875	Transmitted to Congress January 5, 1875.
152	Manuel Vigil	405 00	do	Jan. 2, 1875	Transmitted to Congress December 22, 1874.
152	do	225 00	do	Dec. 21, 1874	Transmitted to Congress January 5, 1875.
157	José Xarmillo	980 00	do	Jan. 4, 1875	Transmitted to Congress January 15, 1876.
77	Francisco Abren	210 00	do	Jan. 8, 1876	Do.
83	Ana Maria Baca	1,695 00	do	Jan. 10, 1876	Do.
91	Maria Francisco Chavez	1,590 00	do	Jan. 11, 1876	Do.
135	José Jesus Romero	190 00	do	Jan. 10, 1876	Do.
115	Ramon Luna	200 00	do	Jan. 12, 1876	Do.
140	Michael Steck	1,440 00	do	Jan. 11, 1876	Do.
131	Vincente Pino	2,790 00	do	Jan. 13, 1876	Do.
130	Francisco Pera	100 00	do	Jan. 13, 1876	Transmitted to Congress February 21, 1876.
114	Ramon Luna	100 00	do	Jan. 15, 1876	Do.
116	Narsario Lucero	180 00	do	Jan. 17, 1876	Do.
136	Charles S. Rumley	3,438 50	Reported to the Secretary of the Interior for allowance in the sum of—	Jan. 15, 1876	Do.
116	Julian Lucero	163 00	Reported to the Secretary of the Interior for disallowance	Jan. 8, 1876	Transmitted to Congress January 15, 1876.
117	Juan José Lucero	175 00	do	Jan. 8, 1876	Do.

No. 3.—List showing claims for losses through depredations committed by Indians upon citizens, &c.—Continued.

Page of register A.	Name of claimant.	Full amount of claim.	Action of Indian Bureau.	Amount allowed.	Date of letter or report of Indian Bureau.	Action of Department.
130	Perea & Company.....	\$8,035 00	Reported to the Secretary of the Interior for allowance in the sum of—	\$4,895 00	Jan. 8, 1876	Transmitted to Congress January 15, 1876.
	Ana Maria Baca.....	1,695 00	Reported to the Secretary of the Interior for disallowance—		Jan. 10, 1876	Do.
	José y Garcia.....	70 00	do.....		Mar. 7, 1876	Transmitted to Congress March 11, 1876.
	José Maria Gonzales.....	108 00	do.....		Mar. 2, 1876	Do.
	Juan Albina Gonzales.....	500 00	do.....		Mar. 2, 1876	Do.
	Miguel Gonzales.....	80 00	do.....		Mar. 7, 1876	Do.
	Thomas Gurule.....	507 50	do.....		Mar. 3, 1876	Do.
	Ramon Luna.....	450 00	do.....		Jan. 15, 1876	Transmitted to Congress February 21, 1876.
	Julian Lucero.....	1,575 00	do.....		Jan. 7, 1876	Do.
	Hoban Romero.....	450 00	do.....		Feb. 3, 1876	Do.
	José Telles.....	55 00	do.....		Mar. 7, 1876	Transmitted to Congress March 11, 1876.
	Mariano Trisarro.....	7,640 00	do.....		Mar. 2, 1876	Do.
	Total amount.....	355,020 00	Total amount allowed.....	29,878 75		
RECAPITULATION.						
	Amount of the claims embraced in H. R. Ex. Doc. No. 65, Forty-third Congress, second session.....					\$4,700,179 30
	Amount allowed on such of said claims as were examined and reported upon previous to May 1, 1874.....					\$823,402 09
	Amount of the claims filed since May 1, 1874, to March 15, 1876, as embraced in list No. 1, furnished on call of H. R. resolution of March 15, 1876.....					876,442 61
	Amount allowed on said claims.....					152,941 50
	Amount allowed of the claims embraced in Ex. Doc. No. 65, above referred to, which have been examined and reported upon since May 1, 1874, to March 15, 1876, list No. 2.....					172,387 82
	Amount of claims filed previous to April 1, 1864, which have been examined and reported upon since May 1, 1874, to March 15, 1876, as contained in list No. 3.....					29,878 75
	Amount allowed on said claims.....					
	Total amount of the claims.....					5,931,641 91
	Total amount allowed thereon.....					1,184,610 16

ADDITIONAL APPROPRIATION FOR THE EXECUTIVE DE-
PARTMENTS OF THE UNITED STATES AT THE CENTEN-
NIAL EXHIBITION.

M E S S A G E .

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A letter from the chairman of the board on behalf of the United States Executive Departments, setting forth the operations of the board and the embarrassments under which it is now laboring, showing the necessity of an additional appropriation.

MARCH 27, 1876.—Referred to the Select Committee on the Centennial Celebration and ordered to be printed.

To the House of Representatives :

I have the honor to transmit herewith a communication received from the chairman of the board on behalf of the United States Executive Departments, containing in detail the operations of the board, and setting forth the present embarrassments under which it is now laboring in the endeavor to conduct the participation of the Government in the Centennial Exhibition, and showing very clearly the necessity of additional funds to carry out the undertaking in a creditable manner.

U. S. GRANT.

EXECUTIVE MANSION,
March 27, 1876.

INTERNATIONAL EXHIBITION, 1876, OFFICE OF THE
BOARD ON BEHALF OF U. S. EXECUTIVE DEPARTMENTS,
No. 1725 G street, N. W., Washington, D. C., March 27, 1876.

The President of the United States :

SIR: The board designated by you to carry out the provisions of the 5th section of the "act making appropriations for sundry civil expenses of the Government for the fiscal year ending June 30, 1876, and for other purposes," approved March 3, 1875, authorizing the preparation and presentation, at the International Exhibition of 1876, of a collective exhibition of the articles and materials pertaining to the several Executive Departments of the Government, the Smithsonian Institution, the De-

partment of Agriculture, and the United States Commission on Food-Fishes, has the honor to lay before you the following report of its operations, and to state the present embarrassments under which it is laboring in the endeavor to conduct the participation of the Government in a befitting way, and in a manner characteristic of so interesting a public undertaking.

Measures were at once instituted, upon the passage of the act, for securing accommodations suitable for the array of the materials to be contributed by the several Departments represented in this board; and, after due consideration, it was determined to be advisable to erect a special building for the purpose, as contemplated by the act, although the cost of such a structure would seriously reduce the funds remaining for the practical exhibits of the several contributing Departments. The building has been completed and turned over by the contractors to the Government, and articles are now being shipped and prepared for installation.

The building covers an area of about 102,000 square feet, and has cost, for its construction and adornment, \$80,817.71, or at the rate of about 79½ cents per square foot of surface covered. This board feels that it may justly claim credit for the adoption of a style of building which, while in entire keeping with the dignity of the Government as a contributor to the exhibition, is yet, in the matter of cost, not beyond the limits of judicious economy.

The preparations made by the several representatives in the board for illustrating the various and diversified materials which the several Departments are to contribute, have been undertaken and prosecuted with an eye to the limited amounts available to each after the expense of the building has been deducted. As all public undertakings, whether intended for the dissemination of useful knowledge or for matters of mere public convenience, should be devised and carried out with reference to some system and thoroughness, this element has not been lost sight of by the board in the matters under its charge. Its want of means, however, is the occasion of much embarrassment. The preparations already made will not involve the Government in a greater outlay than the funds at present appropriated, but a failure to obtain additional funds to make up the amounts originally estimated for by this board will entail upon the exhibition to be made by it a lack of thoroughness, and the consequent want of the usual characteristics of a governmental undertaking.

The board respectfully submits that its original estimate for a creditable display on the part of the several Departments concerned aggregated \$771,000, exclusive of the cost of the building. This sum, it was thought at the time, and without the experience which has since been acquired in the undertaking, would not be too large an amount for a display appropriate at an exhibition where the peoples of the Old and the New Worlds were to be assembled.

By the terms of the act, the cost of the building has been deducted from the amounts appropriated for the War, Navy, Interior, and Agricultural Departments, and Smithsonian Institution. The following tables exhibit the real disparity between the amounts estimated for these Departments and the amounts actually available to them after deducting the cost of erecting the building, grading and planting the grounds, making of walks, and maintaining the same throughout the Exhibition:

Table A.

	War.	Navy.	Interior.	Agricultural.	Smithsonian.	Total.
Amounts appropriated March 3, 1875	\$133,000 00	\$100,000 00	\$115,000 00	\$50,000 00	\$67,000 00	\$465,000 00
Contributions to building-fund, and for grading grounds, guarding building, &c.	31,862 80	23,956 99	27,550 55	11,978 49	16,051 17	111,400 00
Remaining for practical exhibits	101,137 20	76,043 01	87,449 45	38,021 51	50,948 83	353,600 00

Table B.

	War.	Navy.	Interior.	Agricultural.	Smithsonian.	Total.
Amounts originally estimated or	\$200,000 00	\$150,000 00	\$211,000 00	\$50,000 00	\$100,000 00	\$711,000 00
Amounts available for practical exhibits, as per above table	101,137 20	76,043 01	87,449 45	38,021 51	50,948 83	353,600 00
Disparity	98,862 80	73,956 99	123,550 55	11,978 49	49,051 17	357,400 00

It thus appears that but little more than half of the amounts required for the War and Navy Departments and the Smithsonian Institution are available for the preparation, transportation, and display of the articles and materials to be contributed by them; while, in the case of the Interior Department, the amount available is considerably less than one-half. It were hardly needful to add that this great reduction of funds bears very disadvantageously on these Departments.

The board had the honor to submit to you, through its chairman, just previous to the beginning of the present session of Congress, an estimate of additional funds needed to carry out the undertaking in a manner to reflect the proper credit on the Government as a voluntary contributor, and this estimate was transmitted to Congress with your annual message. This board feels that it is desirable that the details of its operations should also be laid before Congress, and to this end the reports of the representatives of the War, Navy, Treasury, and Interior Departments and Smithsonian Institution and Commission of American Food-Fishes are hereto appended, and are respectfully recommended to be transmitted to Congress, in order that a full understanding may be had of the necessity of additional funds to carry out the undertaking in a creditable manner.

As indicating the interest which other nations have taken in the International Exhibition, the following figures, taken from the official files of the Interior Department, are respectfully submitted by the board. It would be unfortunate if other countries should, through their liberality, surpass us on our own soil, or otherwise take our prestige from us.

Countries.	Appropriations.
Brazil, 232 contes	\$116,000
China, 50,000 taels	70,000
Egypt	200,000
France, 600,000 francs	120,000

Countries.	[Appropriations.
Germany, 500,000 marks.....	\$125,000
Japan.....	600,000
Mexico.....	300,000
Sweden and Norway, 350,000 crowns.....	93,800
Spain, 750,000 pesetas.....	150,000
Switzerland, 250,000 francs.....	50,000
Austria, 150,000 florins.....	75,000
Argentine Republic.....	72,000
Belgium, 200,000 francs.....	40,000
Australia, £5,000.....	25,000
Denmark, 40,000 crowns.....	10,500
Italy, 200,000 francs.....	40,000
Guatemala.....	12,000

The amount appropriated by the British government cannot be accurately ascertained, but it is understood that the British commissioners to the Exhibition state that all the money necessary for a satisfactory participation will be furnished by their government.

All of which is respectfully submitted for the board.

S. C. LYFORD,
Chairman.

Appendix A.

INTERNATIONAL EXHIBITION, 1876.

OFFICE OF THE REPRESENTATIVE OF THE WAR DEPARTMENT,

Washington, D. C., March 27, 1876.

The following is a report upon the intended presentation of the War Department at the International Exhibition of 1876, as contemplated by the legislation of last session, authorizing a general participation therein by the several Executive Departments of the Government.

A building for the accommodation of these several Departments has been completed and is now ready for occupancy. A floor-area of 11,200 square feet in the building has been assigned to the uses of the War Department, and officers of the several branches of the service have been specially charged by the Secretary of War with the collection and preparation, under the direction of their respective chiefs, of the articles and materials to be contributed by each, and to be displayed at the Exhibition under my direction and supervision. This distribution of the labor of presenting the Department at the Exhibition gives encouraging promise of system and thoroughness in the preparation of articles meriting the distinction of display, and, if an adequate provision of funds by Congress shall be made, cannot but result in the assembling of the most complete collection of recognized war-materials of American origin that has ever been contributed to an exhibition of the character of the present one. In the absence of a sufficient provision of means by Congress, however, the exhibition contemplated by the several Bureaus, and especially the ordnance, will be very materially curtailed, and the assemblage of heavy ordnance will be almost entirely omitted.

The space appropriated to the Department at large is subdivided into sections, each section being devoted to the exclusive display of the materials, &c., of a particular Bureau.

There are five contributing Bureaus in all, to wit: the Engineer, the Ordnance, the Medical, the Quartermaster's, and the Signal.

The concerted plans of these several Bureaus are stated in a general way, as follows:

THE ENGINEER BUREAU.

The Engineer Bureau will exhibit maps, charts, and photographs of the principal achievements of the Engineer Corps of the Army in the prosecution of the great system of river and harbor improvements of the country. It will exhibit models of some of such works, and display engineering machinery and appliances in general; it will show samples of building-stones, concretes, and woods; specimens of ponton-bridges and ponton wagon-trains; siege and mining tools; reconnaissance instruments; field photographic outfits; model of light-house and foundation; of movable dam; of snag-boat; of dredging-boat; specimens of fossil trees, and other miscellaneous fossils; reports, maps, and birds.

This collection is made by Capt. D. P. Heap, United States Engineers, under the direction of the Chief of Engineers of the Army.

THE ORDNANCE DEPARTMENT.

The mechanical arts appertaining to the science of war assigned by law to the special province of the Ordnance Department will be amply illustrated by the contributions to be made by it. In each class of war-materials pertaining to the Department, not only will the ultimate perfection reached in this country be shown, but there will also be exhibited, so far as available means will permit, specimens illustrating the successive stages of development through which such materials have passed in arriving at their present respective states of efficiency. This, in particular, will be observed in respect to the arming and equipping of the individual soldier—the various stages, from the early days of the republic to the present time, being typified by lay-figures of soldiers in their correct uniforms, arms, and equipments. With the assistance of the Quartermaster's Department, these figures will be prepared so as to show the individual soldier of about the following eras, viz: Revolutionary, 1776 to 1800; war of 1812, 1812 to 1825; Mexican war, 1830 to 1850; war of the rebellion, 1855 to 1870; present period, 1875.

As complementary to the exhibition of the individual soldier of the present period, armed with the modern weapon of war, there will be shown as complete a set of gun-making machinery in operation as the available duplicate machines at the national armory at Springfield will permit. This machinery will comprise among it the various machines which enable the United States national armories to become the first to produce arms interchangeable in their parts, a feature since copied to great economic advantage by all nations advanced in mechanical skill, not only for the construction of fire-arms, but also in the manufacture of the numberless labor-saving machines, the introduction of which has given so marked an impulse to the progress of civilization during the past few decades. All the machines will be supplied with tools and fixtures for performing the principal operations in the manufacture of the modern Springfield rifle, and will be provided with different sets of fixtures to be changed from day to day, so that the individual components operated upon can be used many times in successive stages of the work.

With this machinery will be shown a collection of all the components of the Springfield rifle and carbine in the different stages of manufacture, serially arranged, each component bearing a label giving its name, and that of the machine doing the work, so that with the knowledge derived from contemplating the neighboring machinery the evolution of the parts from the crude material can be easily traced.

In connection with this branch of the Exhibition will be displayed various small-arms in the possession of the Department, grouped as follows:

1. Ante-revolutionary and revolutionary.
2. The flint-lock period to 1842.
3. The percussion period, from 1842 to 1857, from the adoption of the interchangeable principle to the determination of the arm since widely known as the Springfield rifle.
4. The Springfield rifle of the last war, with and without Maynard's primer; also, southern arms made during the war of the rebellion.
5. Various efforts to convert this into a breech-loader. This class will also include the development of the breech-loading principle, caused by the necessity for such carbines and rifles in the war, and particularly before it. These will be classified according to the method shown in ordnance memoranda XV.
6. The result of these efforts, the "Allin gun" model, 1865.
7. The development from this arm of the Springfield rifle, caliber .45, with the various experimental devices tried in connection with it—the trowel-bayonet, intrenching-tool, cartridge-block, &c.
8. Various models of breech-loading guns of prominence now in use, including foreign guns of former and of recent dates.

A proper collection of pistols, swords, sabers, riflemen's knives, &c., will accompany the series.

A complete set of metallic-cartridge machinery, comprising machines in operation making the present adopted service-cartridges, will be exhibited. Accompanying this machinery will be shown the various cartridges now or formerly in use in the service in progressive stages of manufacture; also, representations of the similar manufactures of friction-tubes for firing cannon.

There will also be shown specimens of various experimental and foreign cartridges, and the divers materials used in the construction of cartridges. The greater part of the labor of making this collection has already been performed by the diligence of Capt. William Prince, Ordnance Department, whose cabinet, on exhibition, will contribute essentially to the value of the display.

As a connecting link between the manufacture of cartridges and fire-arms, a portion of the exhibition will be devoted to that most important operation in ballistics, the determination of the initial velocity of projectiles, and the powder pressure in the bore of the gun at the moment of discharge. The machines will be the Schultz, Vignotti, Boulence, Benton electro-ballistic and Benton thread-velocimeters, for velocities, and the Rodman pressure-gauge for pressures. It is the intention to have these machines operated simultaneously by the discharge of a rifle placed in the improved Frankford Arsenal fixed rest, and fired through an iron tube against a solid bulk-head or embankment.

This section will also include the recoil dynamometer, and the apparatus used in determining the density of powder, and various other instruments of like nature, and will be tended by a person competent to work and explain the machines. A small gun-pendulum and a mortar-eprouvette will be exhibited to show the instruments formerly made use of for the purpose. Samples of targets made by our new arms will be exhibited in comparison with some of early dates, with a model of the present Frankford Arsenal target, with camera for showing rapidity and ease of reading and recording results.

To avoid the annoyance of the discharge of fire-arms within the main exhibition-building, this part of the ordnance display will be conducted

in a laboratory-building erected near this section of the War Department exhibit. The Laidley laboratory, which so successfully withstood a recent explosion at Frankford arsenal, is admirably adapted to this purpose. Its construction and state of preservation could be made evident by omitting portions of the interior sheathing.

It will stand on the 10" casement carriage originally designed for the 10" Rodman gun, and the carriage will rest on a temporary wooden platform.

The experimental Woodbridge gun, from the peculiarity of its construction, will add to the exhibit of American inventions.

The Hitchcock gun, being unfinished, will not be exhibited, but in its stead will appear a working model of the Hitchcock forge, on the scale of one inch to the foot. This will be so arranged as to be operated from the boiler of the steam-engine, and will actually construct at stated times miniature guns, built up from iron sections, joined by means of wax or other plastic material. A competent attendant will explain the operation.

This model will not follow literally and exactly the proportion of that which is erected at the national armory, but will be made with a due regard to economy, embodying all the essential features of the Hitchcock plant.

There will also be specimens of the Dank's iron bloom, used in the construction of the forged components of the elementary disk, in various stages of completion; long and thin turnings, and thin-rolled leaves of this material, and specimens showing strength under various strains.

A similar model of the Woodbridge plant will be prepared, the main feature of which, the lathe, can be easily supplied from the current resources of the Ordnance Department. On the lining-tube of the gun in question will be wound iron wire—a small portion at a time—to satisfy specially inquiring visitors. The brazing-furnace and the reel, with its friction-brake, will be represented on the proportionate scale adopted. There will be also shown samples of the wire actually used, the manner of making a joint in winding, and specimens giving the tensile, tortional, and compressible strength of the material.

The Rodman system of casting guns will also be shown by a proper model.

Mentioning the 8" siege howitzer and the 13" sea-coast mortar and bed upon the new center-pintle chassis and platform, there have been named all the cannon of this class which will be exhibited. On account of the increased attention now devoted to mortar-fire as a means of sea-coast defense, and to the material aid which this arrangement of the mortar-bed affords to the attainment of that degree of accuracy in vertical fire which it is no longer deemed impossible to achieve, every effort will be made to exhibit this piece in actual working form.

For siege-guns there will be shown the 4.5" rifle on Colonel Benton's experimental iron siege-carriage. This carriage will show, at least to those whom curiosity may lead to ask, that our accumulated stock of wooden carriages and the present peaceful condition of affairs have not caused us entirely to forget this portion of the national armament.

For field-guns the light 12-pounder, model 1857, on skids, and the 3" wrought-iron breech-loading Sutcliffe rifle, mounted on the Benton field-carriage, with limber and caisson, will be shown. The thimbles and washers used on the trunnions of this piece will demonstrate its interchangeability with the light 12-pounder.

The 3" wrought-iron muzzle-loading rifle will be represented on the Rodman iron field-carriage.

In the matter of heavy ordnance, being in a state of transition between the recent cast-iron smooth-bore type and the present breech-loading and muzzle-loading rifle guns of homogeneous or composite construction, it will be difficult to make a display worthy of our rank in other classes of war-material. However, it is desirable to do the best that can be done with what we have, and to show the 20" Rodman smooth-bore gun as the present limit of the series of improvements in smooth-bore-gun construction just concluded, and succeeded by the general introduction of heavy rifled guns. This will be mounted in the open air, upon its proper carriage, provided with an hydraulic buffer to take up its recoil without injury to the carriage, the pintle, or platform.

This gun being of such weight, over 100,000 pounds, the difficulty of successfully and rapidly maneuvering it by manual power will be seen, so that the device for handling this and the other heavy gun-constructions submitted by Lieut. Col. J. G. Benton, Ordnance Department, will be applied.

It is intended to have the gun worked at stated intervals by the detachment of soldiers connected with the exhibition, to show the facility with which it can be loaded and maneuvered. A pile of 20" shot near by will present an imposing feature. The temporary platform will be constructed substantially as the wooden platform used for the experimental firing at Sandy Hook, with possibly an extra cross-layer of balks beneath it, filled in with rammed sand or concrete. No further representation of smooth-bore guns will be made, this, our largest one, being sufficient as an illustration of the Rodman system, but attention and means will be devoted to a due representation of our experimental rifled ordnance of different patterns.

If the 12" Thompson cast-iron breech-loading rifle should endure successfully its present proof, and should work so well throughout as to demand further consideration by the Ordnance Department, it will be represented, although the cost of its transportation and the probability of its being further required upon the proving-ground will hardly permit its being counted upon with certainty. It will only be mounted so far as may be necessary to show the working of its *fermeture*.

Should the 9" Sutcliffe breech-loading rifle pass its present proof, it will be brought to the Exhibition. It will be mounted on its present carriage and platform, with Mr. Sinclair's friction-brake.

The Mann 8" breech-loading rifle may also be shown upon a temporary carriage, if available funds will permit its removal, and if its performance at the proof-butts warrants the belief that further firing may result in a recommendation for its introduction into the service.

The largest converted muzzle-loading rifle yet successfully proved will be shown. Present appearances indicate the 8" rifle, lined with a wrought-iron tube, as the one to be selected for this purpose. If it should endure its contemplated programme, it will be preferred to one of the larger calibers which has stood less firing. It will be accompanied by a complete cast of the bore in gutta-percha, taken at the conclusion of the firing, mounted on horizontal centers near the gun, convenient for examination. On account of the extreme probability that this gun will be placed in position on our sea-coast defenses, where even such simple devices as the hydraulic buffer and Sinclair's friction-brake might soon become inoperative from rust and lack of needful care, the carriage for this gun will be supplied with the pneumatic buffer, about the unfailing availability of which there is, it is believed, no doubt in the minds of those best able to judge.

The Moffat 3" breech-loading experimental rifle, if continuing to give

a good account of itself, will be shown mounted on its carriage. With this will be connected a limber packed with samples of various kinds of ammunition, discernible by glazed openings in the sides of the ammunition-chest. To this limber will be harnessed a model horse, with a lay figure of a light artilleryman mounted upon it, to show harness, &c.

There are other breech-loading field-pieces on trial, or soon to be tried, which may be exhibited.

Several examples of light breech-loading field-pieces of southern origin during the last war, in possession of the Ordnance Department, will be interesting exhibits.

There are several bronze pieces of revolutionary and ante-revolutionary origin in the possession of the Ordnance Department, and there are about half a dozen 8" and 24-pounder howitzers, made in Philadelphia for the patriot forces about 1777; also, some of "Mad" Anthony Wayne howitzers, cast in Germantown at about the same time. There are many very ornate bronze howitzers, mortars, and field-guns, presented by the French government to our own during the revolutionary war, which make up by their beauty of design for their lack of utility, when judged by our present standards. These can be appropriately used in decoration, and as illustrative, wherever they can most advantageously be disposed.

The only experimental piece of ordnance not at present under trial, which is esteemed worthy of exhibition, is the perforated iron cannon used by Colonels Bomford and Wade, in their experiments for determining the exterior form of heavy ordnance, in 1841.

The fine collection of models of field, siege, and sea coast artillery now in the Ordnance Office museum, can be transferred bodily. These contain many ancient and obsolete types, which can then be easily compared by the curious. The museum at the West Point Military Academy will also be drawn upon.

It is desirable to show the development of the Gatling gun from the crude and clumsy devices of the same nature originating previous to 1865. To name them: The Vandeburgh volley gun; the Billingham and Requa battery; the Guthrie and Lee battery; the Union repeating battery, and other types of the Colt and Cochran principle.

The Gatling gun will be mounted upon the service-carriage, of which about fifty have recently been made. It will have a good supply of blank cartridges.

The Hotchkiss repeating gun might also be shown in this connection.

The only interesting ancient type of gun-carriage which has been discovered, is at the Watervliet arsenal, near where it was left after the battle of Saratoga. It bears a captured 24-pounder bronze gun, which, on the general principle of eschewing trophies as trophies, will be replaced with some other gun of light dimensions, but without indications of its former proprietorship.

The new cavalry forge-cart, the Laidley sling-cart, and the Laidley gun-lift, will be shown. The latter will be displayed as supporting some one of the guns of heavy caliber sent to the Exhibition.

All cannon will have a complete equipment of sights, sponges, rammers, and staves, gunners' equipments, &c.

There will be complete sets of shot, shell, case-carriages, grenades for the various calibers now or lately in use in the service. It will help the effect very much to have the eye begin at the three-pounder and six-pounder shot of the revolutionary war and run along the vista terminated by the recent 20-inch round shot or the 600-pound 12-inch rifle-projectile. Where necessary for illustration, these shot, and especially the shell and

case, will be cut open for examination. Among rifle-projectiles various patterns of the following models will be exhibited, viz: Hotchkiss, Schenkl, Parrott, Eureka, Absterdam, Sawyer, Butler, Dana. Many of these are already on hand, as well as various patterns of foreign and southern make, which will also be exhibited.

Together with the shot will be shown cartridge-bags for the various calibers, filled with coal of the same-sized grain as the powder employed in them. These, as well as the shot, will be labeled, to prevent confusion.

In the matter of fuses, so little of importance has lately been accomplished that a collection of sectional fuses such as used in the last war will be selected for exhibition. It would be well, also, to show the experimental Butler, McIntire, Woodbridge, Frankford Arsenal, and other fuses under consideration, although none of them, it is believed, has yet achieved an unconditional success.

In powder it is intended to exhibit in glass jars samples of rifle, mortar, cannon, mammoth, hexagonal, and prismatic powder as now used. Specimens of the prismatic powder proposed and made by the late General Rodman, in 1857 and afterward, will be exhibited, showing, as they will, how from afar he led the way in this important branch of scientific research. These jars will be sealed to prevent tampering or accident, and other jars will contain powder used in heavy guns before the advantage of the large grain was discovered.

There will be exhibited a historical sequence of the means employed for firing cannon, as follows: The linstock and priming-horn; the linstock, with priming-tube; the cannon-lock, various models; the friction-primer of various sizes, and the new cannon-primer.

A trophy composed of the pyrotechnics made by the Ordnance Department can be displayed, something like the one lost by the fire at Washington arsenal.

A model of Rock Island arsenal will be exhibited, on the scale of about one-two-hundredths. Owing to the great extent of the island, this model will only include the shops, arsenal, reservoir, officers' and men's quarters, and a section of the dam across Sylvan Water, with the apparatus for developing and transmitting power. This model will represent the arsenal as completed in accordance with its present design, the distinction between finished buildings and those not yet begun to be appropriately indicated. This model will also contain representations of familiar objects, such as wagons, troops in line, &c., in order to supply the natural scale necessary to a proper estimation of the magnitude of the establishment.

In connection with this there will be several copies, on a small scale, of an outline bird's-eye view or map serving as a key to the model, and giving the names of the principal localities represented upon it. This will avoid disfiguring the model by labels, &c., and will obviate the expense and loss of effect due to the representation of the entire island on a scale small enough to give a model of manageable dimensions; and yet by this drawing the vicinity of the shops and the approaches to the arsenal will receive all the prominence which their importance deserves.

Such is the importance which is attached to a worthy representation of this magnificent work, that it has been preferred to concentrate all the available means upon it, and leave the other arsenals, and even the armory, to be represented by such detached photographic views, maps, &c., as may be desirable.

The collection, arrangement, and personal superintendence of the dis-

play to be made by the Ordnance Department has been intrusted to Lieut. Henry Metcalfe, of the Ordnance Corps, under the direction of the Chief of Ordnance.

THE MEDICAL DEPARTMENT.

The Medical Department exhibition will be made in a post-hospital for twenty-four beds, one wing of which will be fitted up with beds, bedding, and other furniture as for actual service. In the remainder of the building, and in the sheds and hospital-tents contiguous thereto, will be exhibited a complete series of the medical supplies used in the Army, including medicines, medical and surgical instruments, hospital-stores, hospital clothing and furniture, meteorological instruments, &c.; a full set of the various blank forms and record-books used for official purposes by the Medical Department; a full set of the publications of the Surgeon-General's Office; selected medical, surgical, anatomical, and microscopical specimens, photographs of specimens, and rare books from the Army Medical Museum and the library of the Surgeon-General's Office; models of barrack-hospitals; railroad-cars for transportation of sick and wounded; hospital steamboats and steamships, and a selection of full-sized ambulances and medicine-wagons.

The reputation of the Medical Department of the Army, abroad as well as at home, gives assurance that the contribution of that Department will be more than ordinarily interesting to persons interested in medical science, as well as to the general visitor.

This collection is made by Assistant Surgeon J. J. Woodward, U. S. A., under the direction of the Surgeon-General of the Army.

THE QUARTERMASTER'S DEPARTMENT.

The Quartermaster's Department will exhibit, in detail, the clothing of the Army for every branch of the service, and will show the continental uniforms of the American Army as now on exhibition in the clothing museum at the Philadelphia depot of the Quartermaster's Department. It will show, also, all the articles of camp and garrison equipage, including tents, flags, mess-equipage, musical instruments for each arm of service; company, regimental, and post books, &c.; army-wagons and ambulance-wagons, with harness, &c., complete for service.

This collection is made by Capt. John F. Rodgers, M. S. K., Quartermaster's Department, under the direction of the Quartermaster-General.

THE SIGNAL BUREAU.

The Chief Signal Officer has designated Lieut. F. C. Grugan, Second Cavalry, assistant signal-officer, to make the collection which it is proposed to contribute to the Exhibition. It has been determined to fit up in the building an office with general outfit of furniture and station supply of standard signal-instruments, with printing and lithographing presses in operation.

There will also be shown a full telegraphic train of nine wagons, with outfit complete; telegraphic tower; international and cautionary signal-outfits complete; with full assortment of barometers, thermometers, anemometers, anemographs, anemoscopes, thermographs, barographs, meteorographs, cathetometers, &c.

The expense of making the foregoing collection and preparation of materials on behalf of the War Department at large, with that of ship-

ment and emplacement at the Exhibition, the care and attention while there, and the cost of reshipment to final destination or sources whence drawn, are, and will be, borne from the funds appropriated for the Exhibition on the part of the whole Department.

I originally estimated that the total expense of making a full and satisfactory display of our war-material and presenting it in a form and manner creditable to us as a peaceful nation, but one with the resources, the ability, and native talent necessary to class our country as one prepared for war, would not be less than \$200,000. That estimate was made after a long consideration of the subject in all its details, as far as they could then be understood or comprehended, and to-day I am satisfied that that estimate was not too high; indeed, it is only with the strictest economy and denial of space to articles and subjects of interest to our people, and consequently of expenditures, that the cost can well be kept within that limit.

I regret that Congress at its last session reduced the appropriation, based on this estimate, to \$133,000, and further charged it with its *pro-rata* expense of the building now erected. This *pro-rata* deduction being made, and the expense of grading grounds, guarding building, &c., being deducted, there remains less than \$100,000, or, in other words, less than one-half of the amount originally asked for. Of course a complete and systematic display, as originally contemplated, cannot be made; yet so far as the remaining appropriation will go, the exhibition of the War Department will be made as complete and satisfactory as the possibility of the case will permit. It is hoped that the estimate, heretofore submitted, for an additional appropriation of \$89,000, to make up the \$200,000 originally asked for, may receive the approval of Congress, and the appropriation be made accordingly.

I regret that my suggestion, of inviting foreign nations to send materials of war to the Exhibition, could not be carried out for want of means for affording them a proper reception.

Very respectfully,

S. C. LYFORD,

*Breret Lieutenant-Colonel United States Army, Representative
of War Department at International Exhibition, 1876.*

Appendix B.

INTERNATIONAL EXHIBITION, 1876,
OFFICE OF REPRESENTATIVE OF NAVY DEPARTMENT,
3703 Hamilton street, Philadelphia, Pa., March 23, 1876.

SIR: The following is a report of the progress made, and the preparations making, for exhibiting naval articles at and in the Government building at the exhibition-grounds in Philadelphia.

An area of 10,400 square feet has been assigned to the Navy Department in the building just completed, and articles are now en route to the Exhibition, and are being installed in their appropriate places.

The Chiefs of the different Bureaus of the Navy Department have, at my request, and by the authority and direction of the Secretary of the Navy, furnished lists of the different articles which are proposed to be placed at my disposal. Other articles than those hereinafter enumerated may be furnished, dependent, however, mainly upon available space and the adequacy of funds for the purpose. It may be that the pro-

gramme here given, especially in the matter of heavy guns, will have to be curtailed on account of the want of funds to sustain the expense of the undertaking. I deem it of very great importance, however, to the interests of the Navy that the exhibition herein proposed be carried out, and I earnestly hope that Congress may appropriate the money already estimated for the purpose.

The following lists embrace all, or nearly all, of the articles which it has been found convenient, and which it is proposed to place on exhibition.

By the Bureau of Ordnance, Navy Department, Capt. Wm. N. Jeffers, United States Navy, Chief of Bureau :

- 1 XV-inch gun, on Ericsson carriage.
- 1 XV-inch gun on Edes steam-carriage.
- 1 XI-inch gun on monitor-carriage.
- 1 XI-inch gun on Levice pivot-carriage.
- 1 VIII-inch gun on rifle-pivot carriage.
- 1 IX-inch gun on Marsilly carriage.
- 1 100-pounder gun on rifle-pivot carriage.
- 1 VIII-inch gun on Marsilly carriage.
- 1 32-pounder gun on Marsilly carriage.
- 1 32-pounder gun on Tredwell mechanical carriage.
- 1 20-pounder gun, bronze, rifle.
- 1 24-pounder gun, bronze, smooth.
- 1 12-pounder gun, bronze, rifle.
- 1 12-pounder gun, bronze, smooth.
- 1 12-pounder gun, bronze, light.
- 2 3-inch guns, rifle, heavy.
- 2 3-inch guns, rifle, light.
- One set of torpedoes.
- Electric batteries.
- Small-arms.
- Ordnance publications.
- Samples of gunpowder.
- Inspecting instruments.
- Forge-press.
- Boarding helmets and other relics of past times.

Locks, sights, aprons, blocks, bolts, boring-bits, passing-box, primers, breechings, fire-buckets, canister-shot, chocks, dismounting apparatus, division-bags, powder-flasks, fuse-drivers, fuse-pickers, fuse-cutters, hand grenades, guide-plate, gun-scrapers, gun-gripes, hand-spikes, heavers, selvagees, impression taken for vents, ladles, port-laniards, bottle-lanterns, linchpins, match-staves, priming-wires, quoins, rammers, rattles for calling boarders, sabots for bouched shells, screws for compressing shell-bearers, shell-loaders, shells, shot, shrapnel ; sights, breech, central ; sight-bars, lights, re-enforce, sponges, stands of grape, straps for bouched shells.

Gun-tackles, transporting-trucks, trunnion-ledge, vent-drills, vent-guards, vent-punches, wads, washers, water-cap drivers, worms, fuse-wrenches, ammunition-chests, boat-equipments, fuses, bormanns, haver-sacks, projectiles ; Gatling guns, short, long ; arm-chests, battle-axes, waist-belts, carbines, cutlasses and scabbards, boarding-pikes, pistols, rifles, single-sticks, Sharps and Hawkins carbines, Sharps rifle-bayonet, Sharps carbine, Plymouth rifle and bayonet, Vincennes rifle and bayonet ; musket, caliber, .69 ; musket, caliber, .58 ; musket, smooth-bore ; musket, flint-lock ; pistol, Army and Navy ; cutlass, Roman ; cut-

lass, Navy, old style; revolving rifle, Colt's, and bayonet; Spencer rifle and bayonet; Maynard rifle and bayonet.

Revolvers: Remington's, Colt's, Whitney's, and Savage's. Rifles: Enfield and bayonet, Jenks carbine, Joslyn carbine and bayonet, Hall carbine and bayonet. Boarding-cap; miscellaneous arms; sailor, figure, armed, 1776; sailor, figure, armed, 1812; sailor, figure, armed, 1817; sailor, figure, armed, 1876.

■ By the Bureau of Steam-Engineering, Navy Department, Engineer-in-Chief Wm. W. Wood, Chief of Bureau:

One pair of compound marine-engines, of 800 horse-power, to be erected complete in all details; space required, about 20 by 30 feet.

One pair of ordinary marine-engines of 500 horse-power, with all attachments complete; space required, about 15 by 20 feet.

Such marine-boilers in connection with the above as may be necessary and for which there is space.

The original torpedo-machinery (in operation, if practicable,) of the "Spuyten Duyvil"—space required about 10 by 12 feet.

A steam-launch complete with all its machinery, torpedo-gear, &c., as originally constructed.

Complete machinery of the various sizes of steam-launches, cutters, &c., as used in the naval service.

An aerating and distilling apparatus for making fresh water for ship's use.

A complete set of engineers' instruments, as indicators, steam and other gauges, working models of the various marine-governors used in the naval engines.

A complete set of the United States naval standards of bolts, screw-threads, &c.

Models of the original and various screw-propellers used on the United States vessels of war.

Photographs of the various engineering workshops in the several navy-yards, with tools and other appliances for marine-engine work.

One "economic caloric motor."

A complete set of drawings of the compound and other steam machinery that has been used in the naval service, and illustrative of the progress of steam-engineering.

By the Bureau of Navigation, Navy Department, Commodore Daniel Ammen, chief of Bureau:

First. Navy bunting and Navy flags, illustrating the present state of the bunting manufacture in the United States, as shown in the bunting made for the Navy, and known as "Navy bunting," and also the mode of making up flags by dyeing in pattern.

Second. Navy sounding-machines and auxiliary apparatus, showing the Navy improvements in Sir William Thomson's sounding-machine, and the various devices for detaching sinkers, and bringing up specimens of bottom, water, &c.

Third. Navy signal-apparatus, showing (a) the colored lights (Coston's) with specimens; (b) the chronosemic signals, with a set of signal-mortars for use on board ship, paper bombs, &c., for distant communication; (c) flags, pennants, and signal and distinguishing flags.

Fourth. Navy compasses and compass-testing instruments, showing specimens of the Navy compass, azimuth circle, tell-tale, boat and monitor compasses; also the portable compass-testing instrument; with specimens to illustrate the progressive development of the liquid compass, and specimens of the old dry or air compass of American makers, to illustrate the progress of improvement.

HYDROGRAPHIC OFFICE.

A complete set of the nautical charts and books, &c., published by this Office.

NAVAL OBSERVATORY AND TRANSIT OF VENUS COMMISSION.

First. One set (thirty volumes) of the publications of the Observatory, including its annual volumes of astronomical and meteorological observations, the sailing-directions of Maury, the annual reports of the Superintendent, and occasional scientific issues.

Second. Photographs of the astronomical instruments at the Observatory.

Third. Narratives of all the American explorers in the Arctic regions, with relics and views illustrative of Arctic life and scenery.

Fourth. One set of instruments used in the observation of the transit of Venus, December 8-9, 1874, including an equatorial and a transit instrument, heliostat, mirror, photographic and magnetic apparatus, &c.

NAUTICAL ALMANAC OFFICE.

A complete set of the publications of this Office, including—

a. American Ephemeris and Nautical Almanac for the years 1855 to 1879 inclusive, twenty-five volumes.

b. Tables of the moon, one volume;

c. Tables of Mercury and Venus, one volume;

d. Tables of *Economia* and *Melpomene*, one volume;

e. Tables of *Harmonia* and *Parthenope*, one volume;

f. Star tables of the American Ephemeris, one volume.

By the Bureau of Equipment and Recruiting, Captian R. W. Shufeldt, Chief of Bureau:

Anchors, kedges, chains, bending-shackles, mooring-swivels, chain-stoppers, devils' claws, chain-hooks, punches, grappels, buoys of iron; manila hawsers, cables, and tow-lines; running and standing rigging of hemp, manila, and wire; steel-wire hawsers, the several kinds of cordage, including wire, manufactured at the naval rope-walk; flax and cotton canvas; latest improved galley, boat-detaching apparatus of different kinds; machine for bending chain, links, hooks, &c.; rigging-screws for wire and hemp rigging; wire-splicers, life-preservers, hammocks, cots, Baird's distilling apparatus, filters, leading and suction hose with couplings and pipes, swinging candlesticks, &c., &c.

By the Bureau of Docks and Yards—Commodore John C. Howell, Chief of Bureau:

Pyramid constructed of blocks of wood taken from certain naval vessels.

Plan of navy-yard, Portsmouth, N. H.

Plan of navy-yard, Boston, Mass.

Plan of navy-yard, New York, N. Y.

Plan of navy-yard, League Island, Pa.

Plan of navy-yard, Washington, D. C.

Plan of navy-yard, Norfolk, Va.

Plan of navy-yard, Pensacola, Fla.

Plan of navy-yard, Mare Island, Cal.

Book of plans of machinery at Boston navy-yard.

Book of plans of dry-docks at Boston and Norfolk navy-yard.

Model of dry-dock at Boston navy-yard.

Model of dry-dock at New York navy-yard.

Model of dry-dock at Norfolk navy-yard.

Model of dry-dock now building at Mare Island navy-yard.

Photographs of buildings, cranes, derricks, shears, &c., at Portsmouth navy-yard.

Photographs of buildings, cranes, derricks, shears, &c., at Boston navy-yard.

Photographs of buildings, cranes, derricks, shears, &c., at New York navy-yard.

Photographs of buildings, cranes, derricks, shears, &c., League Island navy-yard.

Photographs of buildings, cranes, derricks, shears, &c., at Washington navy-yard.

Photographs of buildings, cranes, derricks, shears, &c., at Norfolk navy-yard.

Photographs of buildings, cranes, derricks, shears, &c., at Mare Island navy-yard.

By the Bureau of Construction and Repair, Isaiah Hanscom, Chief of Bureau :

A model of each type of vessel built since 1776; models of capstans and other working-parts of ships of war; photographs of the different portions of the ships building and built during the past three years, and also specimens of each kind of wood used in ship-building in this country.

By the Bureau of Provisions and Clothing, Acting Paymaster-General James H. Watmough, Chief of Bureau :

Samples of "small-stores" and clothing, specimens of Navy rations, and the various books, forms, blanks, &c., showing the method of keeping accounts and the working of the Paymaster's Department.

By the Bureau of Medicine and Surgery, Navy Department, Surgeon-General Joseph Beale, Chief of Bureau :

1. A full list of medicines and hospital stores used in the Navy.

2. A complete assortment of the surgical instruments and appliances used in the Navy.

3. Models of cots, &c., for the transportation of the wounded in action on board ship.

4. Miscellaneous objects, including photographs and models of our most approved naval hospitals, and, in general, specimens of all kinds calculated to show the working of the Medical Department of the Navy.

Respectfully, your obedient servant,

THORNTON A. JENKINS,
Rear-Admiral United States Navy,
Representative of Navy Department
at International Exhibition, 1876.

Col. S. C. LYFORD,
U. S. A., Chairman of Board, &c.

Appendix C.

TREASURY DEPARTMENT,
FIRST COMPTROLLER'S OFFICE,
Washington, D. C., November 1, 1875.

SIR: On further consultation and consideration, I find that the estimate of appropriations for expenses of the representation of the Treas-

ury Department at the Centennial Exhibition of 1876, contained in my letter of the 28th of September, 1875, will be insufficient for the purpose, and therefore beg leave to submit the following in lieu of that estimate.

The former estimate was based upon information received from the several offices, which it is now manifest did not embrace the full scope of the part which this Department ought to take in the exhibition :

Light-House Board.....	\$15,000
Coast Survey	6,000
Mint and branches	6,000
Internal-Revenue Office.....	3,000
Bureau of Engraving and Printing.....	5,000
Supervising Architect's Office.....	3,000
For contingencies and general superintendence.....	6,500
Total.....	44,500

In addition to the former appropriation of \$5,000.

I am, very respectfully,

R. W. TAYLER,
Comptroller.

Col. S. C. LYFORD,
Chairman, &c., No. 1725 G Street, N. W., Washington, D. C.

TREASURY DEPARTMENT, FIRST COMPTROLLER'S OFFICE,
Washington, D. C., March 25, 1876.

SIR: I have the honor to report that no definite action has been taken toward placing articles belonging to this Department on exhibition at the International Centennial Exhibition of 1876.

The appropriation for this Department is so small that any exhibition within its limits must be meager and of little, if any, credit to our Government.

The materials on hand are abundant for an exhibition that would redound to our advantage and honor.

The Light-House Board has models of light-houses and towers, and has lens, fog-signals, &c., equal to those used by other nations; our coast, served with lights, is more extensive, and the various articles, instruments, &c., on hand would enable the board to make a gratifying display, if sufficient funds were supplied.

The Coast Survey, with its instruments, charts, &c., and the revenue-marine, with its life-saving boats and other apparatus, could also make a very creditable exhibition.

The Mint, with its coinage and its medals and machinery; the Bureau of Engraving and Printing, and machines; the Supervising Architect's Office, with its plans of public buildings and architecture, and other branches of the Department in various ways could supply articles for exhibition.

Whatever can be exhibited under the existing appropriations, to secure the best that can be done, must be withheld to as late a day as possible, and be confined within small limits and to few subjects.

This is to be regretted, as, with an adequate appropriation, this Department could make a most creditable exhibition.

I am, very respectfully,

R. W. TAYLER,
Representative of the Treasury Department.

Col. S. C. LYFORD,
Chairman, &c.

Appendix D.

INTERNATIONAL EXHIBITION, 1876.

INTERIOR DEPARTMENT, OFFICE OF THE REPRESENTATIVE,
Washington, D. C., March 25, 1876.

SIR: I have the honor to submit the following memorandum respecting the presentation of this Department, as contemplated by the legislation of the last Congress.

The floor-area of 20,600 square feet in the Government building assigned to this Department will be subdivided into sections for the use of the various Bureaus of the Department, each of which will contribute more or less material.

The following brief statements are intended as outlines of the exhibition proposed by each, but the completeness and value of the exhibition will, in most instances, depend much on the aid which may be afforded by Congress for the purpose of the governmental exhibition.

PATENT-OFFICE.

The Patent-Office will exhibit five thousand models from its museum of inventions, representing the various mechanic arts. These will be associated in about thirty groups, each group containing from one hundred to five hundred models. These will be arranged in a sequence illustrating the successive operations upon the raw material and the product in its various stages.

Many models have a certain historic value; others are beautiful pieces of machinery. Among the historic models I may cite the Whitney cotton-gin, Blanchard's shoe-last lathe, the Winans locomotive, Morse telegraph, Colt revolver, Howe's sewing-machine, the Hussey and McCormick reapers, the Gatling machine-gun. The Patent-Office can also exhibit the original Declaration of Independence, Washington's commission, many articles of furniture and camp-equipage, clothing and arms used or worn by Washington, at home and in the field, and sabers of honor and other weapons presented by foreign potentates at various times to United States officers on duty abroad. The whole collection is expected to be one which shall be creditable to the Government, the inventors, and the people.

To give unity to the plan of arrangement, and to form a central point of interest, an apartment, railed in, and furnished with desks, library, and portfolios, will be occupied by an examiner, assistant examiners, a docket-clerk, and an issue-clerk, whose duty it will be to explain and illustrate the working of the American patent system, showing to those of our own citizens who may be specially interested, and to gentlemen from abroad, the mode of receiving and referring applications, making examinations by reference to printed records, to drawings, and to models for the purpose of determining the novelty of the devices presented, and subsequently issuing the patents. The same system will be adopted, simply as an exposition, as in the Washington office, of which the Patent-Office section in the Government building will be a miniature representation.

The system of making examination as to novelty of invention is so distinctly American, and is winning so much favor in other countries, which are gradually adopting our procedure in other points, that it is

thought better to give an illustration of the system in which the collection of models would be subservient to the working-plan, and bear their proper relation to the expert and routine staff, rather than to simply form a collection of models which would merely stand as a percentage of the whole unexampled collection.

The exhibition by the Patent-Office will also comprise a full and neatly-bound set of its publications, embracing reports, the Official Gazette, a large and complete series of the patents issued during the past six years, &c.

PENSION-OFFICE.

The Pension-Office has in its possession very interesting records pertaining to the service of troops, and the accounts of officers in the revolutionary war from the original thirteen States. Of these, one hundred and fifty-five volumes, ledger size, are in old bindings, beside scattering returns not bound. There are also a number of small books, consisting of journals, orderly-books, account-books, receipt-books, bibles, containing genealogies of the families of revolutionary soldiers, &c. These it is proposed to exhibit at the Exhibition.

It is feared that it will be impossible to exhibit any complete records respecting the subsequent wars, as they are in constant use in the business of the Office.

In addition to this the Pension-Office will exhibit, if the appropriation will allow, colossal wall-maps of the United States, showing, by *lines, shades, and figures*,

First. The original colonies, population of the same, number of soldiers who served in the revolutionary war, number of soldiers who have been pensioned on account of service in said war, number now remaining on the roll of pensions, amount of money paid for same.

Second. The location of the several pension-agencies, territory embraced in each, population, number of soldiers who have served in any war since the Revolution, number of soldiers who have been pensioned on account of service in any war since the Revolution, number of pensioners of all classes on the rolls July 1, 1876, amount of money that has been paid for same to same date—all to be located, or as nearly so as possible, by counties—and such other matter as may be deemed of interest—principal battles, &c.

The repairing and binding records, purchase of boxes in which to pack the same for shipping, and expense of same, will in this, as in similar cases, have to be paid for, as well as the commutation and traveling-expenses of a person to represent the Office at the Exhibition.

CENSUS-OFFICE.

The Census-Office proposes to draw upon all its records and resources from the time of the first census (1790) until the last one, (1870,) putting the material in such a comparative "exhibit" as shall most strikingly show the growth and progress of the nation during the period. It will display the original schedules of the censuses of 1790, 1830, and 1870. Suitably-bound maps on a very large scale will show the increasing density of the population at each census, the increase of territory, and the movement of the center of population, the chief agricultural productions and their value; the proportion of land in farms; the increase of population, native and foreign; the increase of area *pro rata*, and the occupation of the population.

GENERAL LAND-OFFICE.

The General Land-Office will exhibit a series of maps, &c., of great public interest, showing the growth of the country :

1. A connected map of the States and Territories, showing the extent of the public surveys, Indian and military reservations, land-grant railroads, canals, and other details compiled from the official surveys of this Office and other authentic sources.

2. A connected map showing the extension of surveys by periods.

3. A connected map showing acquisition of territory.

4. Separate maps, on a large scale, of each State and Territory over which the land-system has heretofore or is now extended.

5. Diagrams exhibiting methods of survey of ordinary agricultural land, private land-claims, and mineral-claims.

6. A brief description of the public-land system, showing methods of, and giving instructions in regard to, acquiring title to the public lands.

7. A collection of official reports neatly bound.

OFFICE OF INDIAN AFFAIRS.

The Indian Office has in the course of collection, by special commissioners, a vast and most interesting series of objects used by Indians. Particular attention has been paid to such portions of the field of American ethnology as are least known, comprising the regions of Alaska, Puget Sound, and Northern California, the country of the Shoshones and Bannacks, of the Pi-Utes, Moquis, and the Navajos; and these were especially chosen, because large collections of such articles from the more accessible tribes had already been made by Major Powell, Lieutenant Wheeler, and other explorers.

Mr. James D. Swan, an accomplished ethnologist of Washington Territory, has collected from Sitka and its neighborhood, a large variety of interesting articles, among which is a canoe sixty feet in length and eight feet beam, carved out of a single log of cedar, and entirely covered with elaborate ornamentation, constituting an extremely striking object. He has also material for the erection on the Centennial grounds of a large Indian residence, one hundred feet long and forty feet wide, with carved cedar posts and the furniture necessary to render it a perfect full-size representation of the peculiar lodging adopted by the Northwestern Indians. Mr. Swan will also send other collections of great variety, consisting of dresses, ornamental articles, carved work in metal and bone, snow-shoes, dog-sleds, &c.

Special research (authorized by this Bureau) is being made in certain burial-places of the Indians in Southern California, especially on the main land and on the islands about Santa Barbara. Here most remarkable developments have been made by Mr. Schumacher simultaneously with explorations prosecuted by the War Department. Many Indian graves have been found, containing numerous articles of stone of very great perfection and variety, such as mortars variously shaped, pestles, bowls, (of serpentine, sandstone, and limestone,) beautifully worked cups, plates, knives, fish-hooks, and ornaments of various kinds, almost all of which are composed of stone or shell. Collections, weighing over three tons, have already been received from Mr. Schumacher, and many times this amount will be forthcoming.

Rev. Stephen S. Powers and Dr. Edward Palmer are also exploring Southern California, and will be able to add materially to the articles furnished by Mr. Schumacher, especially those illustrative of the habits of the Mission Indians in San Diego and Santa Barbara Counties.

Major Powell has visited the Shoshones and Bannacks and Pi-Utes for the purpose of completing an extensive collection previously made by him, and to procure costumes of males and females, (including children,) samples of lodges, and a great variety of ornaments made of bear's claws, beaks, talons, and feathers of birds, bones of animals, &c. The greater portion of these articles possess unusual interest, from the fact that they have all passed out of use by the Indians. This collection of Major Powell, added to those of former years, will provide for the complete representation of the former state of arts existing among the Utes and Shoshones, the largest of the great Indian families of the West. Major Powell at the present time is about to proceed to the seven towns of the Moquis of New Mexico, a semi-civilized people who retain the habits, language, and arts of a great race, that at one time was spread throughout the greater part of California, Nevada, Utah, Colorado, New Mexico, and Arizona. This people, before the discovery of America, had acquired some skill in weaving, in the manufacture of pottery, in picture-writing, and in many other things of interest to the student of antiquity.

It is expected that the materials gathered from this people, including plans of houses and samples of their domestic and decorative art, will be of great variety and value and of absorbing interest.

THE BUREAU OF EDUCATION.

An attempt will be made in the exhibition by this Bureau to set forth, so far as may be practicable, a clear and comprehensive account of the rise and progress of education in the United States from the earliest colonial times to the present moment. This exhibition will be supplementary to that given by the several States and Territories, and is designed in no way to interfere with them or to trespass upon their very interesting limits. The materials contributed will consist of documents, reports, and text-books, wall-maps and charts, portfolios of engravings, photographs and drawings, models of old and recent school-houses, college-buildings, and other structures for educational purposes.

By means of this material it is proposed to show for education in the United States—

- (1) Its historical development, and
- (2) Its present condition,

as one is necessary to a correct understanding of the other.

History.—An attempt will be made, by means of the material presented, to recall and explain the ideas and methods of instruction brought to these shores by the earliest colonists—the Spaniards in the South; the English, as they settled in Virginia, New England, and Pennsylvania; the Dutch, in New York; the Swedes of the Delaware, &c. The effects of events in our history especially influencing the development and progress of our methods and instrumentalities of culture will be shown.

Present condition.—So far as this is not included in the annual report of the Office, it will be further considered in special reports.

In addition to a complete set of the reports and special publications of the Bureau of Education to be exhibited at Philadelphia, the Commissioner has in preparation two special reports, one upon the public libraries of the United States, including all which number five hundred volumes and over. A historical account of the more important libraries is given. This report contains special articles relating to all subjects connected with the collection, care, and circulation of books, prepared by distinguished librarians.

The other special report is upon art-education, with special reference to the introduction of drawing as one of the regular studies in the courses of the public free-schools. A historical account of all art-training institutions and of all public art-collections is given, together with accounts of the action of foreign governments in relation to museums, and extracts from foreign and American reports upon art at the Vienna Exposition. Both of these reports are illustrated with engravings and photolithographs.

The preparation of histories, accompanied with maps and plans of grounds and with views of buildings of all the universities and colleges of the United States, is being actively prosecuted, under the special charge of Dr. Franklin B. Hough. Nearly a hundred of these histories are already on hand. It is proposed to exhibit at Philadelphia the original MSS. and views, and to issue, as rapidly as practicable, condensed general summaries.

Collections of college-catalogues and other college-publications are being made, which promise to be the most complete ever made. These will be on exhibition at Philadelphia, and afterward placed in the library of the Bureau, which will thus soon become invaluable to the historical student.

A plan has been devised and schedules issued to collect the history and illustrations of secondary instruction as furnished in academies and high schools, chiefly at their own expense, and this Office acting as a medium of exchange, as the agent of the complete exhibition, and the place of its final deposit. This will also be illustrated by maps, charts, and photographs as far as practicable.

Collections of material relating to the history of the education of teachers, known as normal education, have been made in preparation for a history of this movement, to be written by Hon. E. E. White, of Ohio. This will be illustrated by maps and charts, showing location, condition, and results.

Ample material has been collected, and is in process of preparation, for a history of elementary instruction in the United States.

Typical and historical specimens of school furniture and apparatus in use at different periods will be exhibited.

In professional education an historical account of medical education is in preparation, by Dr. N. S. Davis, of Chicago, Ill.

A history of legal education is also in preparation.

To display the gradual progress and the successive changes in methods and material of education, the Office is endeavoring to procure as full a collection as can be gathered of the text-books used in the schools from the earliest period. A list of a few of these is appended, which will give some idea of its typical and historical character: Horn-book, early impressions of the New England Primer; Dilworth's Spelling-Book, his Grammar, and Schoolmaster's Assistant; Pike's Arithmetic; Cheever's Latin Accidence; Webster's Institute, Parts I, II, and III; Daniel Adams's Thorough Scholar and Arithmetic; Caleb Alexander's Grammatical Systems of the English Language, his Introduction to Spelling and Writing English, his Grammatical Institute of Latin, his New Introduction to Latin, his Spelling-Book and Arithmetic; Jedidiah Moore's Geography, in 12mo.; Dalboll's Arithmetic; Comly's Spelling-Book; Murray's English Reader and Sequel; the Columbian Orator; the American Preceptor, and other curiosities of historical interest.

The Bureau of Education has plans for the preparation of illustrative

maps and charts, which will be completed, as far as means are afforded,* as follows:

Wall-maps, showing the amount and location of lands distributed to the several States by the General Government for the interests of education.

1. For free public schools.
2. For universities and colleges.
3. For colleges of agriculture and the mechanic arts.

A series of wall-maps, illustrating the public-school systems of the United States.

The territory over which such schools extend.

The distribution of school-attendance over the country.

The ratio of illiteracy in the United States.

The location of normal schools.

The location of universities and colleges.

The location of professional schools.

The location of libraries and museums.

Maps (wall and portfolio) of educational character, the various series adapted to schools of different grades.

Illustrative of educational buildings, to be hung on wall-surfaces, and to be contained in portfolios.

Elevations, floor plans, &c., of buildings.

Models of buildings.

Busts, portraits, and photographs of educators, as far as contributed.

GEOLOGICAL AND GEOGRAPHICAL SURVEY OF THE TERRITORIES.

The vast and important information collected by the officials in charge of the geological and geographical survey of the Territories is in such a shape and of such a character as to enable them to display accurately to the eye the surface of the very remarkable regions over which the surveys have extended. Much of the material collected by them has been contributed to the exhibitions of the Indian Bureau, and to the National Museum under the charge of the Smithsonian Institution. The annual results of the work accomplished have also been published to some extent. But no general graphic representation has been attempted. It is now proposed, by relief maps, photographs, and transparencies, to indicate the facts graphically. These would be of value to the Exhibition

* Similar charts have been prepared by the Government Departments for exhibition at Philadelphia.

Of all the products of human life those of an intellectual nature are the most difficult to represent to the eye; yet the showing of the material products and resources of our country, without the showing of our education, would simply be the exhibition of effects and the suppression of their causes. All students of our civilization will look for the explanation of its excellencies and defects to our systems and methods of culture. Either we must, by our neglect, allow misapprehension of the cause and security of our liberties to occur, or we must symbolize our education.

The inherent difficulty of this work is greatly increased by the various, yet excellent, phases and methods displayed in our systems and institutions of instruction. Before the publications of the Bureau of Education it was difficult, if not impossible, for educators to undertake any comparison of their own work with that of others, and for investigators to compare American education, as a whole, with the education of other countries.

The same difficulty was encountered by officials and instructors when they began to devise methods for representing the processes and results of their work at the Centennial. The Bureau of Education, of necessity, accepted this two-fold relation to the officers of the Exhibition and the educators of the country, and both turned to it for co-operation, as the only educational medium through which all at work in education could be reached, and all plans for the representation of their work harmonized. The correspondence required on the subject has been enormous, which has been relieved, as far as possible, by special publications.

by setting forth the progress made in geographical and geological science during the past decade. Their interest and value will in no way be lost by the closing of the Exhibition, for they would all be of permanent value in the National Museum.

The selection of districts for relief-maps was governed by a desire to represent important geographical features, such as would interest not only scholars engaged in the study of physical geography, but the great mass of the intelligent citizens of America.

The first division of the Geological and Geographical Survey, under the direction of Prof. F. V. Hayden, designs to exhibit a full series of its publications, handsomely bound; numerous maps, topographical and geological, of various sizes and on different scales, the principal of which will be six maps or sheets 26 by 37 inches, on a scale of four miles to an inch, upon which will be delineated the topography and geology of Colorado; also maps of Montana and Idaho, including those of the geyser basins; and a series of models of those portions of the West already explored by the survey, viz:

The model of the Yellowstone National Park, (an area of about 4,000 square miles,) on the scale of one inch to a mile, representing the greater part of the wonderful region about the sources of the Missouri, the cañons of the Yellowstone, Yellowstone Lake, the neighboring mountain-ranges, and the region of the geysers and hot springs, showing all points of interest and routes of travel, and colored to approximate to nature.

The model of Colorado, (an area of 120,000 square miles,) on a scale of four miles to an inch, constructed in sections and cast in papier-mache, representing the most important mountain-mass in the United States, and showing its relation to the great plains, &c.; to be geologically colored.

Two models of the Elk Mountains, (a marked and extraordinary geologic problem as well as a picturesque and striking group,) to be constructed on a scale of one inch to a mile, one with the colors of nature, the other with the geology laid down; this last to be cast in ten adjustable parts or sections, cutting the range transversely; the geological colors to be carried down the faces of these sections, so that the student can study, part by part, the interior structure and its relation to the surface features.

The survey will also have for exhibition a series of paintings and models illustrating the recently-discovered ruins of cliff-houses and fortifications in Southwest Colorado, as well as some restorations of the same, constructed from such data as a pretty thorough investigation has supplied.

In the photographic display, it is the intention to present to the public, in an exceedingly attractive form, pictorial representations of the ethnology, archæology, natural history, and the topographical and geological features of the various regions which have come within the operations of the survey; the collection of negatives now covers some 1,200 individuals, and 70 different tribes of Indians. The wonderful ruins of the cliff and cave builders of the Southwest are also fully represented. Added to them is the original series of photographic representations of the wonders of the Yellowstone region, and are even now the only collection available for that purpose; a series of views that have attracted universal interest abroad, and always command the attention of observers. Not the least important feature in the proposed exhibit, is the series of mountain views, embracing all the leading features in the Rocky Mountain chain from Montana to New Mexico. The whole collection covers completely all that is wonderful and beautiful in that region,

and of which the world, as yet, knows but very little, and a proper representation of which will not only attract to our shores the wandering tourists from other lands, but also men of science interested in physical researches. The whole collection numbers about 3,500 negatives, from which the requisite number is to be selected.

The most attractive and feasible manner of exhibiting these photographic representations is by means of glass positives or transparencies. They admit, in the first place, of considerable enlargement from the original negative, and in the second place are very much finer in structure, affording a much more vivid idea of details and dimensions than any paper photograph can possibly convey.

In addition to the strictly photographic exhibition, the subjects under illustration will be further supplemented by crayon drawings, framed, showing various phases in the every-day life of some of the aboriginal races, such as interior views of their habitations, their avocations and amusements.

The Indian collection will be bound in convenient shape for reference, and each individual will be fully described. Full descriptions will also accompany every other picture in the collection.

Maj. J. W. Powell, in charge of the second division of the survey, has ample material on hand for the construction of relief-maps of the Territory, containing the Grand Cañon of the Colorado River of the West, of Glen Cañon, the Uinta Mountains, and the Sevier River district, on a scale of two miles to the inch; of the Henry Mountains, on a scale of two inches to the mile; and of the Uinkaret Mountains, on a scale of one inch to the mile.

The Cañon of the Colorado, a profound gorge through which the river runs, is about two hundred miles long, and varies from three-fourths of a mile to a mile and a quarter in depth. Every river and creek emptying into this runs through a gorge, so that the adjacent country is cut with a labyrinth of these deep cañons. Altogether this is one of the greatest geographic wonders on the globe, and its survey and delineation mark an epoch of progress in geographic science, and it is believed that a relief-map of this country would not only be of interest to visitors to the International Exhibition, but, deposited subsequently in the National Museum, would be a permanent contribution to geographic science.

The Glen Cañon and the adjacent country are of interest, not only on account of the cañon itself, but much more so on account of the great lines of cliffs or towering escarpments which stand athwart the adjacent country. These are unique and interesting features in American geography.

The Uinta Mountains are composed of great peaks, elevated plateaus, and deeply-carved cañons. The region is interesting, not only as composing a great mountain-range, but the range itself has a structure hitherto unnoticed in orographic studies; and, as a newly-discovered type of structure, the relief-map would be of great interest in setting forth the salient facts thereof.

The district of country drained by the Sevier River is composed of elevated plateaus, covered with enormous sheets of volcanic rocks, broken into great tables by "faults" of unusual magnitude, the edges of the tables standing as bold, precipitous escarpments thousands of feet in altitude; and it is manifest that a relief-map of this district would be of great interest.

The Henry Mountains constitute a group of lofty dome-shaped peaks, each mountain distinct from the other and each one the locus of a great upheaval, through which, in great crevices, eruptive matter has been

ejected. Mountains of this structure have been described as occurring on the eastern continent, but I believe these eruptive features are new on this continent.

The Uinkaret Mountains are a group of volcanoes ; 118 volcanic cones are found in the district.

Major Powell has also a very remarkable series of photographs, taken to represent geographical and geological features ; and these are available for the preparation of transparencies, which can be so arranged in the Government building as to present in a vivid manner to the eyes of visitors detailed and accurate information concerning the picturesque and stupendous characteristics of the country, represented on the relief-maps.

Many distinguished American scientists have, during the past three or four years, requested the construction of relief-maps and models of the country which has been surveyed, similar to those which have been constructed of the great mountain regions of Europe, by the officers of the several governments engaged in those surveys ; and I am informed that their requests have not been complied with by the Department, on the ground that the appropriations for the surveys could not be diverted from the purposes for which they were originally made. It is believed, if this could now be accomplished for the International Exhibition of 1876, such works would be received with approbation by the scientists of the whole world.

CONCLUSION.

The original estimates, made, as they were, with care, but before the vastness of the resources of the Department for such an exhibition was fully comprehended, it will be remembered were cut down nearly one-half in the appropriation.

The impossibility of making an adequate representation with the appropriation furnished was apparent on the briefest examination.

In the first estimates called for, it will be remembered that no money was asked for the vast exhibition possible from the Patent-Office, nor any for the preparation of those extremely valuable and unique exhibitions in the power of the geological and geographical surveys conducted under the department. Although the plan outlined in this statement from the several offices aim to meet the requirements of law, to make an exhaustive and complete exhibition, no engagement will be entered into beyond the means provided by law until further appropriations are made by Congress.

A perusal of this report will, I think, convince any candid reader that the expenses of properly preparing this exhibition are necessarily large, since the circumstances are unique in character.

I am, sir, very respectfully, your obedient servant,

JOHN EATON,

Commissioner of Education,

Representative of the Interior Department.

Col. S. C. LYFORD,

Chairman of the Board, &c.

Appendix E.

INTERNATIONAL EXHIBITION, 1876.

BOARD ON BEHALF OF UNITED STATES EXECUTIVE
DEPARTMENTS, NATIONAL MUSEUM,
SMITHSONIAN INSTITUTION,
Washington, March 23, 1876.

SIR: I beg to inclose herewith a statement of the nature of the exhibition which the Smithsonian Institution and the Commission of Food-Fishes, (as also, in part, the Indian Bureau,) desire to make at the International Exposition at Philadelphia, and of the work that has been actually accomplished toward this end. The completion of the plan proposed will depend upon the securing of an additional appropriation from Congress.

Respectfully, yours,

SPENCER F. BAIRD.

Col. S. C. LYFORD,
Chairman of Executive Board.

I.

SMITHSONIAN INSTITUTION.

The display by the Smithsonian Institution of what pertains to its own operations, apart from anything connected with the national museum, will consist of a series of diagrams and maps, illustrating some of its more important branches, such as its system of international exchanges, its publications, its explorations and researches, its twenty-five-year period of meteorological observations, &c. This will include its series of twenty quarto volumes of Smithsonian contributions to knowledge, thirteen volumes of miscellaneous collections, and thirty volumes of annual reports, (1846 to 1875.)

Mr. W. L. Nicholson, of the Post-Office Department, has been engaged in constructing a large map of the United States, in twenty sheets, covering a space of 16 by 12 feet, on a scale of sixteen miles to the inch. Upon one or more of these maps will be shown the temperatures, the rain-fall, the barometric pressure, the winds, &c., of the United States for the twenty-five years' mean.

II.

USEFUL MINERALS.

A display of the mineral resources of a country like the United States, so varied in character, was necessarily a very laborious undertaking, and the Institution was fortunate enough to secure the aid, as director of this part of the Exhibition, of Prof. William P. Blake, a gentleman of much experience as a geologist, mining-engineer, and mineralogist, and one who, by his official connection with the Expositions at Paris and Vienna, and as having had much to do with the original organization of the Centennial Commission in Philadelphia, was able to render very valuable service. He entered upon his duties on the 1st of May, 1875, and commenced by organizing a general plan of exploration, and establishing correspondence, preparing blank instructions, circulars, &c. Of these, the following were prepared and published: First, a

general circular, stating the proposed plan of the mineral-exhibition, and giving an invitation to contribute specimens; secondly, sketch of the proposed character of the display to be made, and its systematic arrangement; thirdly, a list of prominent gentlemen in different States from whom aid might be expected, and whose co-operation was formally requested; fourthly, instructions for packing collections for shipment; fifthly, labels for the specimens; sixthly, labels of address for the boxes; seventhly, blank invoices for enumerating the contents of the boxes. Many thousands of these were printed and circulated throughout the country with very excellent results. Mr. Blake himself, after his preliminary work was accomplished, visited many parts of the country in the interest of the Institution, and especially the mining-regions of Pennsylvania, New Jersey, New York, Connecticut, Massachusetts, Ohio, Missouri, Michigan, Wisconsin, and other States.

For the more special purpose of securing a suitable representation of the ores of the precious metals, an arrangement was made with the United States Centennial Commission for the transfer to the corps of the Smithsonian Institution of Mr. Thomas Donaldson, a gentleman who, under their auspices, had been engaged for several years in such an undertaking. After entering the service of the Institution, Mr. Donaldson continued his work, and has visited nearly every mine of importance in California, Nevada, Utah, Idaho, Montana, Colorado, &c. Nearly every prominent mine is represented in the series, all the specimens of which were presented by the owners to the Government. The entire collection, which is now undergoing arrangement in the Government building at Philadelphia, weighs over twenty tons, and possesses a bullion-value of between thirty and forty thousand dollars. It is believed there is no collection of the kind in the world of so much scientific and practical interest as that of Mr. Donaldson, embracing all the known varieties in which the precious metals—gold, silver, and mercury—occur, together with many peculiar to the United States. The ores, for the most part, are in masses of one hundred pounds and upward.

It is proper to state in this connection that the companies constituting the transcontinental railway line have generously transported nearly the whole of this collection without any charge whatever.

The offer of several of the States to place their mineral exhibits in the Government section, in view of the proposed State representation, has been accepted, and it is probable that Nevada, Idaho, Tennessee, and possibly other States, will exhibit, in their appropriate places in the Government building, (the expense of installation in the way of cases to be met by the respective parties.) This will, of course, add very greatly to the value of the whole.

The State geologists of a number of the States have also co-operated in the efforts toward a mineral exhibition, as also a large number of proprietors of mining establishments and others who had it in their power to render any aid.

The present prospect in regard to the mineral display is entirely satisfactory. It is believed that no important interest in this direction will be unrepresented, and that the general exhibition, to consist of ores and their metals, with their slags and by-products, the crude and refined metals, the building-stones, the clays, the marbles, the coals, slates, &c., will be quite a perfect picture of the industries as at present developed throughout the United States. There will be also a series of the simple application of the different substances, such as the petroleum-products; the coal-tar products; specimens of terra cotta, pottery; and

porcelain, (as illustrating the clays;) glass; some manufactured articles of the metals; polished slabs of the marbles, &c.

Care has been taken to obtain the various specimens in sufficient size to make an imposing feature, the metals and coals, as far as possible, having been selected in cubes of two feet each way. The building-stones are in cubes of twelve and six inches, the latter size having been adopted for most of the ores also. Several entire sections of coal-mines have also been secured.

It is proposed to exhibit on the large Smithsonian map the geological features of the country, as also the general distribution of the valuable minerals and the extent to which mines of the same have been opened and prosecuted. Arrangements have been made for a display of the choice minerals of the country, principally as a loan from several private cabinets in Philadelphia and elsewhere.

III.

ANIMAL RESOURCES.

The display of the animal resources of the country will also be extremely extensive and interesting, as embracing, in the first place, an exhibition of all the species capable of any economical application to the wants of mankind; and secondly, such forms as have special interest to the naturalist. This will have three divisions: First, the representations of the animals themselves, either living, stuffed, molded in plaster, or photographed; secondly, the applications of these animals, in whole or in part; and thirdly, the apparatus by which they are pursued, captured, or utilized. This section will naturally embrace the mammals, the birds, the reptiles, the fishes, and the invertebrates, land and aquatic.

Among the mammals, mounted in the best manner, and in their stages of age, sex, and season, will be shown those of most importance as food, such as the different species of deer, including the moose, elk, the cariboo, the musk-ox, the buffalo, &c. The fur and hide bearing species will be represented by the bears—grizzly, brown, black, white, &c.; the foxes—black, cross, gray, kit, &c.; wolves, fur-seals, sea-lions, walrus, sable, minks, &c. Those furnishing oil will be the whales, sea-elephants, the porpoises, and other cetaceans. The other species, furnishing leather, bone, &c., will also be represented.

The birds will include all the forms that are appreciated as being eatable, and as supplying feathers, plumes, &c., for purposes of ornament or domestic utility. The kinds specially beneficial or injurious to the farmer will also be exhibited.

Among the reptiles will be included the edible frogs, terrapins, sea-turtles, the alligator, &c., as furnishing food, leather, and oil.

The fishes will be shown in very great variety, to include, for the most part, plaster or *papier-maché* casts, colored from nature, of the most important species. Some specimens will be shown in alcohol, while photographs of others will represent them. Of these casts, including the cetaceans, over six hundred are more or less complete, some of them fifteen feet long. Fuller details of this and the succeeding portion of the exhibition will be found under the head of "The Fisheries," on a following page.

Among the animals of the fifth division will be the eatable mollusks, such as the oyster, in its different varieties and from every portion of the

United States, the clams, the eatable crabs, lobsters, sponges, and many other forms, both land and aquatic.

The second series of the animal display will consist of a systematic presentation of the applications of these animals, such as the different preparations of food, whether as dried, smoked, salted, pickled, or canned; secondly, of the various applications of the teeth, bones, horn, &c., for ornaments or other uses; thirdly, of the preparations of fur, hides, leather, and the like; fourthly, of the different varieties of oils; fifthly, miscellaneous applications.

Under the head of furs will be shown dressed skins of all the varieties of fur-bearing animals of the United States, in their different grades, as occurring in different seasons of the year, and from different parts of the country, as well as some simple applications of some of these furs to articles of dress or ornament. In this series will also be included dressed skins of birds and ornamental feathers.

The divisions of the bones and teeth will embrace the various forms of carving—knife-handles, umbrella-handles, &c. In this division will be included whalebone and its applications.

The oils will be exhibited in sufficient quantity for comparison, including those of all the different species of whales, cetaceans, alligators, crocodiles, the various fishes, &c.

The third series, that of apparatus, will represent the dress and equipment of the hunters and fishermen, whether savage or civilized, while pursuing their game, together with the different forms of boats, sleds, snow-shoes, &c., made use of for the same purpose. There will also be the various arms and implements in the way of rifles, guns, pistols for hunting, nets, traps of every kind, fire-jacks, &c., for the sportsman and trapper; and for the fisherman, fish-hooks, lines, floats, rods, reels, nets, pounds, models of fishing-smacks of various kinds, &c.

IV.

THE FISHERIES.

The preparations for an exhibition illustrating the *fisheries* of the United States have involved a great deal of labor in consequence of the want of experience in this country of displays of this character, so that the general plan and classification had to be almost entirely improvised as a whole. It is, however, to be hoped that the measures that have been taken will result in showing the general nature and extent of our interests in this direction. It is, of course, evident that the display of animals of the country must have the inhabitants of the water as a prominent feature, as also their application for food, oils, glues, &c., and they cannot well be separated.

The apparatus, however, by which they are followed, captured, and applied to the purposes of life will represent satisfactorily this portion of the programme. It is much more difficult to present attractive exhibition of the fishes of the country than the mammals or birds, as they are generally only shown as alcoholic specimens, which are always more or less unsightly; and, at any rate, only the smaller can be thus preserved. On this account, the plan of a display of plaster-casts of the actual fish, colored from nature, has been adopted, as referred to in a previous paragraph. The work of making these casts has been carried on with quite a large force of assistants ever since the passage of the appropriation, specimens in the best procurable condition having been sent to Washington, mostly packed in ice, where colored sketches are

at once taken of them. They are next photographed, and then a mold taken in plaster of Paris. The casts are finally made either in papier-maché or plaster, and colored from the sketches referred to.

This work was also prosecuted during a four months' residence at Wood's Hole, on Cape Cod.

The series of casts thus taken is very extensive, embracing over six hundred specimens, illustrating the fishes of the ocean, the lakes, and the rivers of the United States, and including nearly all the species known to the professional or the amateur fisherman. A few notable European species have also been added for comparison, as the turbot, sole, salmon-trout, &c. In this collection also are embraced the seals, and the different species of cetaceans, such as the porpoise, the black-fish, grampus, white whale, &c., the whole display being, it is believed, far in advance of anything that has ever been attempted heretofore.

It is also proposed to make an exhibition of such living species as can conveniently be procured. This feature will probably be shown in the agricultural building, under the charge of the agricultural branch of the United States Centennial Commission, and I propose to render whatever assistance lies in my power in supplying the specimens.

Another interesting feature of this division will be the exhibition of the fish themselves in a fresh state in a refrigerator, covered with a glass top, and under the special direction of Mr. E. G. Blackford, a well-known fish-dealer in New York. This gentleman has undertaken not only to put up the refrigerator, but to keep it stocked at his own expense, every day, with various fishes from all portions of the United States. He will arrange with some of the restaurants on the grounds, to take the fish at the close of the day, and to serve them up to those calling for them.

The second division, that of the applications of the fish, will consist, in the first place, of food-preparations, whether smoked, dried, salted, pickled, canned, or otherwise treated. Next will come the glues, gelatines, sizings, &c.; then the economical or ornamental applications of the scales; and, finally, the oils and the guanos, and miscellaneous uses. In this same exhibition will be included the vegetable and mineral products of the sea, such as the infusorial earths, greensand, the various algæ, &c.; the latter with their application as manures, and also in the manufacture of soda, iodine, and other substances.

The third division of this subject will consist of as complete a series as possible of the apparatus used in connection with the fisheries, and will embrace models or full-size specimens of the various ships, steamers, boats, smacks, canoes, smoke and curing houses, nets, traps, pounds, rods, reels, hooks, lines, artificial baits, &c., and a variety of other articles too numerous to mention. A prominent idea will be the exhibition, either separately or in collective divisions, of whatever illustrates the different classes of the fisheries. Taking the whale-fishery as an illustration, there will be shown skeletons of several species of whale, together with the whalebone, occupying its natural position in the mouth. Wooden models of the large whales and plaster-casts of the smaller ones will also be exhibited. The different kinds of oil, spermaceti, ambergris, sperm, whales' teeth, &c., will be presented, with their application, such as the purified oils and candles; the different uses of the whalebone, for domestic, surgical, or other purposes; the sperm-whale teeth as carved into various articles of ornament or utility; the sperm-whale's jaw-bone, as used for knife-handles and other purposes, &c. There will also be models of whale-ships of different varieties, everything being made to a scale; a full-sized whale-boat with all its equipments of harpoons, bomb-lances,

spades, lances, lines, tubs, &c. ; together with small models of the same, and several groups representing scenes connected with the whale-fishery, as well as several separate drawings made expressly for this exhibition.

The menhaden fishery will be exhibited also by figures, photographs, and casts of the fish themselves, and by a working model of the factory in which the fish are steamed and pressed for their oil and scrap, and a model of the Wood's Hole factory where this menhaden scrap or refuse is converted into an important fertilizer; a model of the establishment where first they are scaled and prepared as sardines; as also the different kinds of nets used, with a model of the kind of steamer by which these fish are pursued. The different preparations of the fish will also be shown.

The oyster industry will be also represented by all the varieties of oysters known on both coasts of the United States, with their trade or local name; with specimens of the animals that prey upon them. This will also embrace specimens of the eastern oyster transported to the western coast as undergoing certain known modifications. The various oyster-sloops, rakes, and other devices will also be shown.

The other fisheries illustrated will be those of the cod, the mackerel, the herring, shad, salmon, the sponge, coral, &c.

The fourth division of the fisheries will be the illustrations of pisciculture or artificial propagation. Here will be shown the models of the United States establishments for securing and hatching the eggs of the salmon and shad; illustrations of the various boxes, spawning-races, &c., and the fish-ways or fish-ladders, all in full-size representations or in models.

The actual process of hatching out the eggs of fish and rearing the young will also be exhibited in connection with the Agricultural Bureau division of the Centennial display. It is expected that for a considerable part of the time of the Exhibition the eggs of the California salmon can be secured, this being a species well suited to illustrate the changes undergone in actual incubation, the egg being as large as a common currant, and permitting the various stages of development to be readily observed.

In connection with this exhibition of the fisheries, steps have been taken toward securing complete reports of the past and present history of many of our important industries; among them that of the whale-fishery, the menhaden, the mackerel, &c. The report on the whale-fishery will include a list of all the vessels, as far as practicable, that have ever been fitted out from the several whaling-ports of the United States, together with the yield of oil, bone, and sperm for each year, and their respective prices.

The menhaden report will contain similar data for that fish, together with an exhaustive account of the yield in 1874 and 1875. Steps have also been taken to obtain a list of all the vessels used in these fisheries, arranged as to their tonnage, names of owners, captains, and the nature of the service performed by them.

V.

ETHNOLOGY.

The fifth division of the exhibition of the national museum is intended to illustrate the past and present condition of the native tribes of the United States, or its *anthropology*; and in view of the very great interest in subjects of this character, it was determined to make a special effort to render the display exhaustive and complete. As, however,

the Indian Bureau of the Interior Department contemplated a somewhat similar exhibition, it was thought best to unite the two, and to conduct the efforts of each upon one systematic plan and so as to avoid duplication. This was specially proper, as any collections made by the Indian Bureau would, under the law of Congress, be turned over to the Smithsonian Institution for safe-keeping, as soon as their temporary functions had been fulfilled.

For the better presentation of the subject to collectors and correspondents, Prof. O. T. Mason, of Columbian University, was requested to draw up a systematic schedule of the various articles of clothing, ornaments, household utensils, implements of agriculture, weapons of war and the chase, tools of trade, the apparatus used for the pursuit and capture of game, &c., and a pamphlet was accordingly prepared by this gentleman, and printed by the Indian Bureau, embracing over six hundred subjects. Copies of this pamphlet were then sent by the Bureau to all its agents, and by the Smithsonian Institution to its correspondents, with the request that they would indicate by a mark on the list the articles that could be obtained, and the probable cost, and return the pamphlet to Washington. This was done to a considerable extent, and authority was given in many cases to proceed in making collections. Several gentlemen with much experience in ethnological researches were also employed by the Bureau to secure complete collections from the tribes within their reach. Among those appointed for this purpose were Mr. James G. Swan, for the Alaska and Puget Sound tribes; Major J. W. Powell, for those of Utah and Wyoming; and Mr. Stephen Powers, for those of Nevada and California; all of whom have been diligently occupied in carrying out their instructions.

Researches in the department of archæology proper, or the ancient implements of stone, metal, and earthenware, were also prosecuted on a large scale, especially on the south coast of California, where, within the historical period, the tribes were numerous and intelligent. These, however, have long since been exterminated, and their history is only to be read from the articles buried in their graves.

For the purpose of properly working this field, arrangements were made jointly by the Smithsonian Institution and the Indian Bureau, with Mr. Paul Schumacher, to proceed with a party and prosecute his explorations. The Treasury Department authorized the transportation of the party to the islands on a revenue-cutter, and the War Department furnished rations at cost price, as well as tents, &c., while the United States Coast Survey extended the courtesy of one of its surveying-vessels, under Captain Taylor. With these facilities Mr. Schumacher gathered a large number of articles, some tons in weight, and representing a great variety of very choice specimens, such as stone mortars, pestles, ornaments of stone, shell, bone, &c.

Simultaneously with this labor of Mr. Schumacher, Lieutenant Wheeler, of the Engineer Bureau, had a party in the same field in charge of Dr. Yarrow, which also made important collections. On the south coast of California, Rev. Stephen Bowers has also been occupied in behalf of the Centennial display.

Understanding that there were numerous remains of a similar character in Oregon, Mr. Schumacher, with a small party proceeded there in September last, and obtained some articles of interest, not, however, so rich as had been hoped.

The many correspondents of the Smithsonian Institution were also invited, by means of a circular, to make contributions to the same de-

partment. The returns have already been very great, amounting to many thousands of stone implements of every kind and character.

In some instances, gentlemen who were not willing to present their collections permanently, have consented to lend them for the Exhibition, and these will be carefully kept separate and returned at its close.

The labors of Mr. Swan, like those of Mr. Schumacher, were greatly facilitated by the action of the Treasury Department in placing the revenue-cutter *Oliver Wolcott* at his disposal, by means of which he was enabled to visit many Indian tribes on Puget Sound and elsewhere, otherwise inaccessible. In addition to what has already been acknowledged, the War Department has also rendered much assistance by instructing quartermasters to receive and forward packages delivered to them for the purpose of the Centennial display. The amount of material thus obtained from all sources has been very great and is continually increasing, so that there is little question that, so far as inanimate objects are concerned, scarcely anything will be wanting in the elements of a satisfactory exposition. This will contain several hundred lay figures, of life-size, properly dressed, with the clothing and ornaments of their own tribe, illustrating their various grades of rank as well as ages and sex, as also models or actual representations of their dwellings, their boats, snow-shoes, horses, and dogs, and their trappings, implements of hunting and fishing, agricultural tools, and, indeed, everything else that can be thought of.

Among the more conspicuous objects already collected by Mr. Swan, are a Haidah canoe, sixty feet long, eight feet wide, and four feet high, cut from a single log of cedar, profusely ornamented with carvings and paintings, in the manner of the natives, with several other canoes thirty feet long; also several carved posts sixty feet high, such as are set in front of the dwellings of Haidahs; materials for a complete dwelling one hundred feet long by twenty feet wide, and many other things not necessary to enumerate.

The selection of ethnological objects, for exhibition at the Centennial, has been intrusted to Dr. Charles Rau, one of the most eminent of American ethnologists, who is preparing an elaborate report upon the subject, with numerous illustrations which will shortly be printed.

One feature, which promised to be of very great interest, but which the reduction of the estimates for the Government display rendered impracticable, was that of an exhibition of living representations of the principal Indian tribes; each series to embrace from four to eight persons of different sexes and ages, to be brought to Philadelphia with their native clothing, implements, utensils, apparatus and dwellings; the whole to be grouped on a reservation of the centennial grounds where they could carry on their various occupations, including the practice of their aboriginal arts; the Navajoes to show their method of weaving blankets and belts; the Pueblos their manufacture of pottery; the Pi-Utes the construction of their stone implements; other tribes their basket-work; the Blackfeet their method of dressing buffalo and other skins, &c. The plan embraced the presentation of some twenty or more tribes, from the Esquimaux of Northwestern Alaska to the Seminole, and from the Passamaquoddy Indians of Maine to those of San Diego, California. The expense of such an enterprise would, of course, be very great, involving not only the transportation of the Indians and an agent and interpreter to and from Philadelphia, but also their subsistence during the Exhibition. There is reason, however, to believe that no feature on that occasion would be more interesting to our own people and to foreign visitors than the one referred to; and it is to be

hoped that authority may be granted by Congress in season for the purpose. In anticipation of such action, the Indian agents have been instructed to make their selections of families and be in readiness to act when notified by telegraph or otherwise. No expense whatever has, however, been incurred in this direction, and any further action on the same is dependent on the pleasure of Congress.

I have thus presented a sketch of the displays that are considered desirable for the Smithsonian Institution and the United States Fish Commission to make in the International Exhibition, as also, incidentally, that of the Indian Bureau; although, to carry it out to its utmost completeness, so as to be a credit to the nation, will require the appropriation by Congress of the remainder of the sum originally estimated as necessary for the purpose. A work of such magnitude, of course, requires the employment of a great many persons, as well as much expense for the acquisition of objects, their preparation for exhibition, their transportation, and their exhibition in proper cases.

A large force of taxidermists is at present engaged at the Smithsonian Institution in doing the necessary work, and sufficient progress has been made to warrant the belief that, with sufficient means, everything will be completed in time for the opening of the Exhibition. The cost of putting these articles in attractive cases will be very considerable, and must be provided for.

An important consideration in connection with these displays is the fact that their service will not be limited to the period of the centennial year; but, as the material all belongs to the Government and to the National Museum, it will all be brought back to Washington, where it will be displayed to interested visitors, it is to be hoped, for centuries to come.

So far as the ethnological display is concerned, it is quite reasonable to infer that, by the expiration of a second hundred-year period of the life of the American Republic, the Indians will have entirely ceased to present any distinctive characters, and will be merged in the general population. It is more than probable that the ethnological collection now being made by the Government will be the only exposition of the past; and, with each succeeding year, these specimens will become more valuable and more highly appreciated.

The permanent exhibition, too, so complete and exhaustive, of the mineral wealth of the country, will also be a matter of great importance on their return to Washington. It is proposed to arrange these collections by States, and even by mining-districts, and as new mines are opened to have them properly exhibited in their series. Nowhere else than in Washington could such a collection be brought together, and nowhere else would it be of so great service in furnishing the means for a proper appreciation of the mineral wealth of the Territories of the country and of the different States. The same reasoning, of course, applies to the other departments, of the animal resources of the United States, and of the fisheries; and the whole, when combined, will constitute a perpetual exhibition of the resources of the country, as derived from the animal and mineral kingdoms as well as from its ethnology.

Of the 20,000 square feet of floor-space in the Government building assigned to the Smithsonian Institution, 10,000 have been devoted to the mineral display and 10,000 to the animal. The fisheries exhibit will occupy 6,000 feet. The ethnological exhibit, made conjointly with the Indian Bureau, will probably fill six to eight thousand feet, making an aggregate of about thirty-five thousand feet covered by the collections referred to herewith, of the 102,000 feet of the Government

building, or one-third of the entire space. The magnitude of this area, the number of specimens required to fill it, and the amount of casing needed for their security and satisfactory exhibition will, it is believed, amply justify the application for an additional appropriation.

Very respectfully, your obedient servant,

SPENCER F. BAIRD,
*Representative of Smithsonian Institution,
and of Food-Fishes Department.*

○

JAMES A. HILE.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

RETURNING

Without his approval H. R. No. 83, being a bill for the relief of James A. Hile, and stating his reasons therefor.

MARCH 27, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

To the House of Representatives :

I have the honor to return herewith, without my approval, House bill No. 83, entitled "An act for the relief of James A. Hile, of Lewis County, Missouri," for the reasons set forth in the accompanying communication of the Secretary of War.

U. S. GRANT.

EXECUTIVE MANSION,
March 27, 1876.

WAR DEPARTMENT,
Washington City, March 25, 1876.

SIR: I have the honor to return act H. R. 83, with the following report from the Adjutant-General:

It appears from the records of this Office that James A. Hile, private Company F, Twenty-first Missouri Volunteers, enlisted July 15, 1861; deserted June 14, 1862; returned August 2, 1862; was restored to duty by Special Order No. 38, headquarters District of Columbia, Department of Tennessee, dated Columbus, Ky., February 26, 1863. He re-enlisted February 28, 1864, as a veteran volunteer; was tried by general court-martial for absence without leave from November 25, 1864, to December 13, 1864, and sentenced to forfeit all pay and allowances for time absent, by General Order No. 48, headquarters Second Division Sixteenth Army Corps, dated May 22, 1865.

On the muster-out roll of company dated April 19, 1866, he is reported, "Deserted March 1, 1866, at Bladen Springs, Ala."

This man, in his application to this Office for discharge, stated under oath (affidavit dated July 27, 1870) that he left his command without leave and returned to his home February 28, 1866, having previously applied for a furlough, which was refused.

This man, according to his own statement under oath, did desert as reported, and, if this bill becomes a law, it will be an injustice to every soldier who served honorably with his command until his services were no longer required by the Government, in addition to falsifying the record, as the bill directs the record shall be made to show he is *no deserter*.

This is only one of many similar cases.

The remarks of the Adjutant-General adverse to the passage of the bill are concurred in.

Very respectfully, your obedient servant,

ALPHONSO TAFT,
Secretary of War.

The PRESIDENT.

EXPENDITURES OF BOARD OF INDIAN COMMISSIONERS.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In answer to House resolution of the 6th of January, a supplemental report from the Secretary of the Interior, explaining a clerical error in that portion of the statement of the Indian Office relating to expenditures of the Board of Indian Commissioners.

MARCH 27, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the House of Representatives :

In further answer to the resolution of the House of Representatives of the 6th of January last, with regard to certain expenditures and employés in the Indian service, except those on duty in the Office of the Secretary of the Interior, &c., I have the honor to transmit herewith a supplemental report received from the Secretary of the Interior, respecting and explaining a clerical error to be found in that portion of the statement of the Indian Office which relates to expenditures of the Board of Indian Commissioners, and to ask its consideration in connection with the papers which accompanied my message of the 3d of February last.

U. S. GRANT.

EXECUTIVE MANSION, March 27, 1876.

DEPARTMENT OF THE INTERIOR,
Washington, March 24, 1876.

SIR: On the 8th of January last, a resolution of the House of Representatives of the 6th of January, calling for certain information in relation to employés and expenditures in the Indian service, was referred by you to this Department. On the 1st ultimo I had the honor to transmit to you, in answer to said resolution, a report from the Commissioner of Indian Affairs, to whom the matter was referred.

I now have the honor to respectfully present a copy of a communication of the 17th instant, from the Commissioner, in relation to the same

subject, in which attention is called to a clerical error in that portion of the statement of the Indian Office which relates to expenditures of the Board of Indian Commissioners, giving an explanation of the matter, and respectfully request that the same may be transmitted to Congress for its consideration in connection with the previous papers herein referred to.

I have the honor to be, very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The PRESIDENT.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington D. C., March 17, 1876.

SIR: Upon the 31st of January last I had the honor to forward to you, for transmission to Congress through the proper channel, certain statements showing the number of agents and their employes in the Indian service, in compliance with resolution of the House of Representatives of the 6th of that month. This letter now appears as Executive Document, House Representatives, No. 128.

In statement No. 2, accompanying that communication, the expenses of the Board of Indian Commissioners for the first six months of the present fiscal year were reported as \$22,941.88. These expenditures were in fact only \$5,979.22, which amount, as stated by the secretary of the board, was expended for the purposes named below:

Salaries for secretary, assistant secretary, clerk, and messenger.....	\$3,100 00
Traveling-expenses of members of the board on official business.....	1,551 01
Expenses of purchasing-committee, including hire of clerk, rent of rooms for storage, &c.....	331 98
Office-rent.....	300 00
Phonographic reporter at joint conference.....	68 48
Traveling-expenses of members on official business on subsidized railroads not included above, estimated.....	500 00
Incidentals, telegrams, heating office, stationery, &c.....	127 75
	5,979 22

In this connection I desire to say that the figures given as the compensation of employes in the statements accompanying that letter, Nos. I, II, VI, VII, show the *annual* compensation of such employes.

I regret exceedingly the clerical error which is here disclosed, and ask that this correction thereof may be laid by you before the House of Representatives.

I have the honor to be, sir, very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEFICIENCIES IN THE VARIOUS DEPARTMENTS FOR THE
FISCAL YEAR ENDING JUNE 30, 1876.

L E T T E R

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

*Estimates of appropriations required by the various Departments for the
fiscal year ending June 30, 1876, and prior years.*

MARCH 29, 1876.—Referred to the Committee on Appropriations and ordered to be
printed.

TREASURY DEPARTMENT,
Washington, D. C., March 24, 1876.

SIR: I have the honor to transmit herewith the estimates of appropriations required by the various Departments to complete the service of the fiscal year ending June 30, 1876, and prior years, amounting to \$2,723,471.70.

I am, very respectfully,

B. H. BRISTOW,
Secretary.

Hon. M. C. KERR,
Speaker of the House of Representatives.

DEFICIENCIES IN APPROPRIATIONS.

Estimates of appropriations required to supply deficiencies in the appropriations for the service of the fiscal year ending June 30, 1876, and prior years.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
			Vol. or R. S.	Page.	Sec.			
Salaries, consuls, &c . . .	DEPARTMENT OF STATE. FOREIGN INTERCOURSE. To effect a transfer of accounts in the State Department, involving no expenditure of money from the Treasury, viz: for salaries of consuls-general, consuls, vice-consuls, commercial agents, and clerks, being for the fiscal year 1872, \$205.94. To effect a transfer of accounts in the State Department, involving no expenditure of money from the Treasury, viz: for salaries of consuls-general, consuls, vice-consuls, commercial agents, and clerks, being for the fiscal year 1873, \$22.50. To effect a transfer of accounts in the State Department, involving no expenditure of money from the Treasury, viz: for salaries of consuls-general, consuls, vice-consuls, commercial agents, and clerks, being for the fiscal year 1875, \$46,215.55. To effect a transfer of accounts in the State Department, involving no expenditure of money from the Treasury, viz: for stationery, book-cases, arms of the United States, seals, presses, and flags, rent, freight, postage, and miscellaneous items, being for the fiscal year 1873, \$141.16. To effect a transfer of accounts in the State Department, involving no expenditure of money from the Treasury, viz: for stationery, book-cases, arms of the United States, seals, presses, and flags, rent, freight, postage, and miscellaneous items, being for the fiscal year 1875, \$532.23.							
Contingent expenses of consulates.	TREASURY DEPARTMENT. TERRITORIAL GOVERNMENTS. <i>Territory of Arizona.</i> Amount due Edmund F. Dunne, late chief-justice of the Territory of Arizona, for salary, as per settlement of his account by the accounting-officers of the Treasury, being a deficiency for the fiscal year 1874. <i>Territory of Colorado.</i> Amounts due Andrew W. Brazee and Amherst W. Stone, associate judges, and John L. Rout, governor, of the Territory of Colorado, for salary, as per settlement of their accounts by the accounting-officers of the Treasury, being a deficiency for the fiscal year 1875.	Mar. 3, 1873	17	498	1	.....	\$240 11	\$14,000 00
Salaries, governors, &c		June 20, 1874	18	98	1	.....	122 23	15,000 00

DEFICIENCIES IN APPROPRIATIONS.

	June 20, 1874	18	98	1	.....	66 70	15,000 00
Salaries, governor, &c..	Amount due Granville G. Bennett, associate judge of the Territory of Dakota, for salary, as per settlement of his account by the accounting-officers of the Treasury, being a deficiency for the fiscal year 1875.						
	<i>Territory of Dakota.</i>						
Salaries, governor, &c..	Amount due John Clark, associate judge of the Territory of Idaho, for salary, as per settlement of his account by the accounting-officers of the Treasury, being a deficiency for the fiscal year 1875.	June 20, 1874	18	99	1	150 03	15,000 00
	<i>Territory of Idaho.</i>						
Salaries, governor, &c..	Amount due David P. Lowe, late chief judge of the Territory of Utah, for salary, as per settlement of his account by the accounting-officers of the Treasury, being a deficiency for the fiscal year 1875.	June 20, 1874	18	99	1	108 33	15,000 00
	<i>Territory of Utah.</i>						
Salaries, governor &c..	Amount due S. C. Wingard, associate judge of the Territory of Washington, for salary, as per settlement of his account by the accounting-officers of the Treasury, being a deficiency for the fiscal year 1875.	June 20, 1874	18	99	1	266 70	15,000 00
	<i>Territory of Washington.</i>						
Salaries, governor, &c..	Amount due Edward A. Thomas, associate judge of the Territory of Wyoming, for salary from March 20 to April 6, 1873, as per settlement of his account by the accounting officers of the Treasury, being a deficiency for the fiscal year 1873.	May 8, 1872	17	74	1	149 45	13,800 00
	<i>Territory of Wyoming.</i>						
Legislative expenses...	Amount due Jos. W. Fisher, chief judge, and Edward A. Thomas and Jos. M. Carey, associate judges, of the Territory of Wyoming, for salary, as per settlement of their accounts by the accounting-officers of the Treasury, being a deficiency for the fiscal year 1875.	June 20, 1874	18	99	1	155 56	15,000 00
	For legislative expenses and for incidental expenses of the secretary's office, furniture, stationery, &c., being a deficiency for the fiscal year 1876.	Mar. 3, 1875	18	359	1	2,500 00	22,000 00
	NOTE.—From the report of the secretary of the Territory of Wyoming it appears that the legislature, at its last session, increased the number of its members from twelve to forty, hence this deficiency.						
Court-house and post-office, New York.	Heating, hoisting, and ventilating apparatus, and furniture, carpets, &c., { being a deficiency for the fiscal year 1876.	Aug. 18, 1856 Appropriated.	11 18	94 395	3 1	227,566 78	388,160 08
	MISCELLANEOUS.						
Contingent expenses, Treasury Department.	For contingent expenses, Treasury Department, as follows: Amount due Western Union Telegraph Company..... \$310 08 Amount due Franklin Telegraph Company 24 51 Amount due Atlantic and Pacific Telegraph Company..... 39 91						

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
			Vol. or R. S.	Page.	Sec.			
Contingent expenses, Treasury Department—Continued.	TREASURY DEPARTMENT—Continued.							
	Amount due Thomas Norfleet, for repairing harness and mail-bag.							\$62 10
	Amount due W. S. Thompson, for rent.							200 00
	Amount due W. J. Murtagh, for rent.							275 00
	Amount due W. L. Wall, for commission on sales.							25 92
	Amount due Adams Express Company, freightage.							39 60
	Amount due T. W. Murphy, for horseshoeing.							39 18
	Amount due A. R. Shepherd, for plumbing.							12 40
Transfer account.....	Amount due Great Falls Ice Company, for ice.	Mar. 3, 1873	16	495	1			773 38
								1,802 08
Expenses of national currency.	Being a deficiency for the fiscal year 1874; and a sufficient amount of the balance remaining to the credit of this appropriation for the fiscal year 1875, is hereby re-appropriated for the purpose of paying this deficiency. To adjust the settled accounts of Edward Robinson, United States consul at Hamburg, being amounts found due on account of postage paid by him for the Treasury Department during the quarters ending June 30, 1874, and March 31, 1875, involving no expenditure of money from the Treasury, being for the fiscal year 1874 81 cents, and for the fiscal year 1875 \$1.09.							
	To adjust the settled accounts of the Bureau of Engraving and Printing, Treasury Department, being amount found due said Bureau for counting, trimming, sealing, and numbering national currency, involving no expenditure of money from the Treasury, being for the fiscal year 1875, \$5,011.50.	June 23, 1874	18	206	1	\$22,574 94		
	Amount due Continental Bank-Note Company for printing national currency, as per letter of the Comptroller of the Currency, being a deficiency for the fiscal year 1875.	June 23, 1874	18	206	1	31,776 70		
	Amount due American Bank-Note Company for printing national currency, as per letter of the Comptroller of the Currency, being a deficiency for the fiscal year 1875.	June 23, 1874	18	206	1	10,780 40	\$65,132 04	\$110,000 00

DEFICIENCIES IN APPROPRIATIONS.

5

Transportation of United States securities.	For paper, engraving, printing, express charges, and other expenses of making and issuing the national currency, being amount required for the fiscal year 1876.	Mar.	3, 1875	18	372	1	.....	74,304 79	200,000 00
Contingent expenses, commission to revise United States statutes.	For transportation of notes, bonds, and other securities of the United States, being amount required for the fiscal year 1876. Amount due B. Vaughn Abbott, disbursing agent of commission to revise United States statutes, as per letter of the First Comptroller of the Treasury, being a deficiency for the fiscal year 1871.	Mar. July	3, 1875 15, 1870	18 16	372 311	1 1	.....	70,573 43 61 90	50,000 00 15,000 00
Collecting mining statistics.	Amount due R. W. Raymond, disbursing agent, as per letter of the First Comptroller of the Treasury, being a deficiency for the fiscal year 1874.	Mar.	3, 1873	17	513	1	.....	29 53	15,000 00
Suppressing counterfeit and fraud.	To pay J. W. Schoenecker for services as an operative in the secret service division, Treasury Department, as per letter of the Solicitor of the Treasury, being a deficiency for the fiscal year 1874.	Mar.	3, 1873	17	512	1	.....	580 15	125,000 00
Survey of South Pass and Bar, Mississippi River.	"The chief of the Coast Survey shall, as soon as practicable, cause a careful topographic and hydrographic survey to be made of said [South] Pass and bar, [at the mouth of the Mississippi,] and shall submit the same to the Secretary of War, who shall furnish to said [James B.] Eads the result of any such survey." Appropriated for the work March 3, 1875, \$5,000; actual cost of the work, \$7,100.28; leaving \$2,100.28 as the deficiency asked for the fiscal year 1876.	Mar.	3, 1875	18	465	4	.....	2,100 28	5,000 00
Furniture and carpets, Treasury Department, (transfer account.)	NOTE.—An elaborate survey has been made of the South Pass and vicinity, and the results are on file in the War Department.						.....		
Expenses of operating macerating-machine, (transfer account.)	To adjust the settled account of Treasury Department, being amount found due on account of labor and materials furnished during the month of August, 1872, involving no expenditure of money from the Treasury, being for the fiscal year 1873, \$42.87.						.....		
Matagorda Light-Station, Texas.	To adjust the settled account of the Bureau of Engraving and Printing, Treasury Department, being amount found due said Bureau for expenses of running macerating-machine during September, 1875, involving no expenditure of money from the Treasury, being for the fiscal year 1876, \$257.80.	Mar.	3, 1873	17	522	1	.....	42 52	12,000 00
Brazos Island Light-Station, Texas.	To pay William Storey for services rendered as laborer in erection of new tower and light-house at Matagorda, Tex., being a deficiency for the fiscal year 1874.	Submitted					.....	207 00	
Conimicut Light-Station, Rhode Island.	To re-imburse Francis Hamilton, keeper of the Brazos Island Light-Station, Texas, for personal losses sustained by him while in the discharge of his duty at the time of the destruction of the station by a hurricane, being for the fiscal year 1875.	Submitted					.....	319 00	
	To re-imburse Horace W. Arnold, keeper of the Conimicut Light-Station, Rhode Island, for losses sustained by him in the destruction of the station by ice, being for the fiscal year 1875.						.....		
	Total for the Treasury Department.....						.....	444,676 53	1,059,960 08

DEFICIENCIES IN APPROPRIATIONS.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties, authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
			Vol. or R. S.	Page.	Sec.			
WAR DEPARTMENT.								
PAYMASTER-GENERAL'S OFFICE.								
Pay, traveling, and general expenses of the Army.	Amount required for payment to officers and enlisted men of the Army from June 15, 1875, to June 30, 1875, and for miscellaneous claims outstanding, being a deficiency for the fiscal year 1875.	June 16, 1874	18	72	1	.....	\$500,000 00	\$11,400,000 00
	Amount required for pay of the Army, being a deficiency for the fiscal year 1876.	Mar. 3, 1875	18	452	1	.....	900,000 00	11,400,000 00
Observation and report of storms. Signal-service.....	Amount due Atlantic and Pacific and Franklin Telegraph Companies for telegraphing reports, being a deficiency for the fiscal year 1871. For the expenses of the signal-service of the Army, purchase of signal-stores, being a deficiency for the fiscal year 1872.	July 15, 1870	{ R. S.	35	221	}	242 15	50,000 00
		Mar. 3, 1871	{ 16	316	1		25 00	5,000 00
SIGNAL-OFFICE.								
PUBLIC WORKS.								
Building corner of Seventeenth and F streets.	For indispensable repairs of the building corner of Seventeenth and F streets, damaged by the fire of February 22, 1875, as follows: Paid Charles G. Ball for brick-paving, plastering, &c..... Paid J. H. Byram for carpentry..... Paid John H. Brown for repairing cornice of halls of first and second floors, kalsomining ceilings, &c..... Paid G. W. Chamberlin for painting..... Paid G. C. Shaw for furnishing paper and paper-hanging..... Paid William S. Mitchell for matting and oil-cloth..... Paid H. O. Towles for table and chairs for hall, being a deficiency for the fiscal year 1876.	Appropriated.	18	393	1	\$261 80		
		Appropriated.	18	393	1	127 69		
		Appropriated.	18	393	1	201 00		
		Appropriated.	18	393	1	338 53		
		Appropriated.	18	393	1	268 00		
		Appropriated.	18	393	1	410 18		
						54 00	1,661 20	900 00
COMMISSARY-GENERAL'S OFFICE.								
Subsistence of the Army.	For subsistence stores of the Army, being a deficiency for the fiscal year 1873.	June 6, 1872	17	259	1	.....	92 17	2,770,944 00

QUARTERMASTER-GENERAL'S OFFICE.

Barracks and quarters.	Hire of quarters for officers on military duty; hire of quarters for troops; of store-houses for the safe-keeping of military stores, offices, and of grounds for camps and summer cantonments, and for temporary frontier stations; for the construction of temporary huts and stables; and for repairing public buildings at established posts, being a deficiency for the fiscal year 1871 and prior years of \$114,285.74, and a deficiency for the fiscal year 1875 of \$7,783.35.	July 15, 1870 June 16, 1874	16 18	317 74	1 1	..... .....	114,285 74 7,783 35	750,000 00 1,400,000 00
Horses for cavalry and artillery.	Purchase of horses for the cavalry and artillery, and for Indian scouts, and for such infantry as may be mounted, being a deficiency for the fiscal year 1871 and prior years.	Mar. 3, 1869	15	317	1	.....	27,520 08	250,000 00
Army transportation.	For payment of the claim of the State of Kentucky for tollage on Green and Barren Rivers prior to 1871, being a deficiency for the fiscal year 1871 and prior years.	July 15, 1870	16	316	1	.....	101,121 05	5,000,000 00
National cemeteries....	Establishing and maintaining national cemeteries, being a deficiency for the fiscal year 1871 and prior years of \$120, and a deficiency for the fiscal year 1872 of \$58.85.	July 15, 1870 Mar. 3, 1871	16 16	316 523	1 1	..... .....	120 00 58 85	300,000 00 200,000 00

MISCELLANEOUS.

Support of Bureau of Refugees, Freedmen and Abandoned Lands.	For the payment of claims and accounts settled by the accounting-officers of the Treasury Department, for the support of the Bureau of Refugees, Freedmen and Abandoned Lands, being a deficiency for the fiscal year 1871 and prior years.	Mar. 3, 1871	16	521	1	.....	64 75	127,000 00
Transportation of insane volunteer soldiers.	To furnish transportation to insane volunteer soldiers at any time entitled to be admitted into the Government hospital at Washington, being a deficiency for the fiscal year 1872.	May 18, 1872	17	129	1	.....	27 15	1,000 00
Rock Island arsenal ...	Amount due the Chronicle Publishing Company for advertising "proposals for stone at Rock Island arsenal," as per settlement of the accounting-officers of the Treasury, being a deficiency for the fiscal year 1871 and prior years.	July 15, 1870	16	299	1	.....	54 00	360,000 00
Three months' extra pay.	For the payment of claims of officers and men who served in the war with Mexico, for three months' extra pay, per acts of July 19, 1848, and August 14, 1848, being a deficiency for the fiscal year 1871 and prior years.	July 19, 1848 Aug. 14, 1848	9 9	248 304	5 1	} }	50,000 00	3,000,000 00

Total for War Department

1,703,055 49

37,014,844 00

INTERIOR DEPARTMENT.

OFFICE OF THE SECRETARY.

Salaries of inspectors of gas and meters, District of Columbia.	Salary of inspector of gas and meters from August 21, 1874, to June 30, 1875, at \$2,000 per annum, being a deficiency for the fiscal year 1875.	June 23, 1874	18	278	2	1,722 78	.....	.....
	Salary of assistant inspector of gas and meters from October 1, 1874, to June 30, 1875, at \$1,000 per annum, being a deficiency for the fiscal year 1875.	June 23, 1874	18	278	2	750 00	2,472 78	.....

NOTE.—This estimate is necessarily submitted, as the act of June 23, 1874, "regulating gas-works," made no appropriation to pay the salaries of the inspector and assistant inspector.

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
			Vol. or R. S.	Page.	Sec.			
Rent of rooms for Pensioners' Office.	INTERIOR DEPARTMENT—Continued.							
	To pay J. W. Wright for rent of building corner of Eighth and G streets, northwest, being a deficiency for the fiscal year 1876.	Appropriated.	18	409	1	.....	\$9,000 00	.....
Contingent expenses of Commissioner of Patents.	OFFICE OF COMMISSIONER OF PATENTS.							
	Contingent and miscellaneous expenses, viz, stationery for use of the Office, repair of model-cases, stationery portfolios for drawings, furniture, repairing, papering, painting, carpets, ice, advertising, books for library, moneys refunded, printing engraved patent-heads, international exchanges, plumbing, gas-fitting, extra labor on indexes and abstracts for annual report, fitting up rooms, temporary clerks, laborers, and other contingencies, being a deficiency for the fiscal year 1876.	Appropriated.	18	365	1	.....	20,000 00	\$80,000 00
Photolithographing, Office of Commissioner of Patents.	NOTE.—A considerable portion of the appropriation for the current fiscal year must be expended for new cases in the model-rooms, and for fitting up rooms. The sum asked for is necessary to re-imburse this fund.							
	Photolithographing current issues of drawings to be attached to patents and copies, being a deficiency for the fiscal year 1876.	Appropriated.	18	365	1	.....	10,000 00	40,000 00
Surveying public lands in Oregon.	NOTE.—The increase in the number of patents issued during the current year will make it necessary to have the additional appropriation asked for.							
	SURVEYING PUBLIC LANDS.							
	Amount due Jesse Applegate for surveys executed under contract with the surveyor-general of Oregon, being a deficiency for the fiscal year 1871, and prior years.	July 15, 1870	16	305	1	.....	342 01	40,000 00
	Amounts due A. Gesner and John S. Kincaid for surveys executed under contract with the surveyor-general of Oregon, being a deficiency for the fiscal year 1874.	Mar. 3, 1873	17	516	1	.....	1,073 42	70,000 00
	Amounts due J. W. Meldrum, H. Meldrum, W. H. Odell, B. F. Vaughn, and N. O. Walden for surveys executed under contract with the surveyor-general of Oregon, being a deficiency for the fiscal year 1875.	June 23, 1874	18	213	1	.....	2,618 85	60,000 00

Surveying public lands in Washington.	Amount due W. R. Ballard for surveys executed under contract with the surveyor-general of Washington, being a deficiency for the fiscal year 1874.	Mar.	3, 1873	17	516	1	.....	324 31	70,000 00
Surveying public lands in Florida.	Amount due M. A. Williams for surveys executed under contract with the surveyor-general of Florida, being a deficiency for the fiscal year 1874.	Mar.	3, 1873	17	515	1	.....	795 59	12,000 00
Surveying public lands in Utah.	Amounts due Joseph Gorlinski and Bailey & Burrill for surveys executed under contract with the surveyor-general of Utah, being a deficiency for the fiscal year 1875.	June	23, 1874	18	213	1	.....	392 28	20,000 00
Surveying public lands in Montana.	Amounts due McFarland & Kellogg, McFarland & Bonnell, and Post & Koch for surveys executed under contract with the surveyor-general of Montana, being a deficiency for the fiscal year 1875.	June	23, 1874	18	212	1	.....	213 30	40,000 00
Surveying public lands in Louisiana.	Amount due James L. Bradford for surveys executed under contract with the surveyor-general of Louisiana, being a deficiency for the fiscal year 1875.	June	23, 1874	18	212	1	.....	484 13	15,000 00
Surveying public lands in Arizona.	Amount due T. F. White for surveys executed under contract with the surveyor-general of Arizona, being a deficiency for the fiscal year 1875.	June	23, 1874	18	212	1	.....	351 10	20,000 00
Surveying public lands in California.	Amount due W. H. Carlton for surveys executed under contract with the surveyor-general of California, being a deficiency for the fiscal year 1871 and prior years.	July	15, 1870	16	304	1	.....	103 24	50,000 00
Surveying public lands in Nebraska.	Amount due William Maxwell for surveys executed under contract with the surveyor-general of Nebraska, being a deficiency for the fiscal year 1876.	Mar.	3, 1875	18	383	1	.....	646 31	75,000 00
Contingent expenses, office of surveyor-general of California.	To pay William F. Price for services as messenger in the office of the surveyor-general of California, being a deficiency for the fiscal year 1875.	June	23, 1874	18	211	1	.....	91 48	7,000 00
Contingent expenses, office of surveyor-general of Idaho.	To pay L. F. Cartee, surveyor-general of Idaho, for expenses incurred in investigating certain surveys under instructions from the General Land-Office, dated November 19, 1863, being a deficiency for the fiscal year 1871 and prior years.	July	15, 1870	16	293	1	.....	299 94	2,000 00
Pay of superintendents and agents.	Amount due Silas F. Kendrick for services rendered as Indian agent for Pueblo Indians, in New Mexico, during the second quarter 1861, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	165	1	.....	271 25	121,100 00
Contingencies, Indian Department.	Amount due the Missouri River, Fort Scott and Gulf Railroad Company for transporting, in 1871, certain Wyandotte and Shawnee Indians from Kansas City to Baxter Springs, <i>en route</i> to the Indian Territory, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	166	1	600 60		

INDIAN AFFAIRS.

NOTE.—The appropriation for the office of the surveyor-general of California for the fiscal year 1875 did not cover, by this amount, the expenditures of his office for the quarter ending June 30, 1875.

NOTE.—The contingent fund of the office of surveyor-general of Idaho would not admit, at the time the expenses were incurred, of the payment of this amount. The claim is a just one, and especially so from the fact that the surveyor-general acted under instructions from the General Land-Office.

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
			Vol. or R. S.	Page.	Sec.			
INTERIOR DEPARTMENT—Continued.								
Contingencies, Indian Department—Cont'd.	Amount due Joseph D. Gurnoe for services rendered as clerk at the La Pointe agency, Wisconsin, in June, 1873, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	166	1	\$13 50		
	Amount due Joseph J. Woods for services rendered from October 29 to November 6, 1871, at \$8 per day, as commissioner to examine Cherokee country west of ninety-sixth meridian, nine days' service, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	166	1	72 03		
	Amount due G. A. Crowell for services rendered and expenses incurred in connection with the payment of annuities to the Miamies of Indiana and Eel River, during the fiscal year ending June 30, 1873, as shown by the books of the Indian Office, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	166	1	274 33	\$960 43	\$50,000 00
Fulfilling treaty with Sioux of different tribes, including Santee Sioux of Nebraska.	Amount due to various parties for transportation furnished in the removal of the Indians of Whetstone agency, from White River, Dakota, to their new reservation in Dakota, in 1872 and 1873, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	182	1	.....	14,488 92	1,872,300 00
Fulfilling treaty with Shawnees.	Amount due the Shawnee Indians for arrears of annuities, under the third article treaty of May 10, 1854, being a part of the balance due the said Shawnees for lands ceded to the United States under the first article of said treaty, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	181	1	.....	10,406 39	5,000 00
Colonizing and supporting the Wichitas and other affiliated bands.	Amount due the Kansas Pacific Railroad Company for amount of charges advanced the Saint Louis, Kansas City and Northern Railway Company, on account of transportation of Indian supplies in 1873, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	184	1	.....	21 30	50,000 00
Incidental expenses of Indian service in Arizona.	For this amount to be applied in payment for services rendered by employes, and supplies purchased during the fiscal year ending June 30, 1873, at the Gila River reservation, Arizona, as by statement of agent J. H. Stout, on file in the Indian Office, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	186	1	.....	2,594 28	75,000 00
Incidental expenses Indian service in Dakota.	This amount to reimburse Charles P. Birkett, late United States Indian agent, for amount expended by him for the benefit of the Indians located at the Ponca agency, Dakota Territory, during the fiscal year ending June 30, 1873, as shown by the books of the Indian Office, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	.....	1,097 22	20,000 00

Incidental expenses Indian service in New Mexico.

Amount due A. M. Jackson for board and lodging furnished Silas F. Kendrick, late Indian agent, while on business for the Pueblo Indians in 1861, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	160 00
Amount due Joseph Ayers for board and lodging furnished Silas F. Kendrick, late Indian agent, while on business for the Indian Department, in 1861, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	5 00
Amount due the B. B. B. and C. Railroad Company for transportation furnished agent Silas F. Kendrick while on Government business in 1861, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	4 50
Amount due steamer J. H. Bell for transportation furnished late agent Silas F. Kendrick while engaged on Government business in 1861, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	15 00
Amount due J. Rinehart for services rendered as acting agent at the Cimarron agency, New Mexico, in May, 1872, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	56 66
Amount due Ignacio Archetola for salt furnished in June, 1873, for the Abiquiu agency, New Mexico, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	14 00
Amount due the Maxwell Land-Grant and Railway Company for rent of office for use of the agent at Cimarron agency, New Mexico, from September 30, 1872, to March 30, 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	85 00
Amount due José Maria Archutella for services rendered in March, 1873, at the same agency, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	17 00
Amount due John W. Miller for services rendered as blacksmith at the Navajo agency, New Mexico, during the second quarter 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	210 00
Amount due T. D. Burns for supplies furnished in June, 1873, for the Abiquiu agency, New Mexico, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	2, 670 45
Amount due Louis Clark for 3,772½ pounds corn, furnished in December, 1872, for the Indian service in New Mexico, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	75 45
Amount due W. B. Truax for expenses incurred in traveling on business in connection with the service at the Pueblo agency, New Mexico, in December, 1872, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	58 33
Amount due James M. Roberts for expenses incurred in traveling on business, in connection with the service at the same agency, in October and November, 1872, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	200 00
Amount due Rogue Sanches for fresh beef and mutton furnished in April, 1873, for the Abiquiu agency, New Mexico, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	78 50
Amount due J. Rinehart for services rendered as acting agent, in 1873, at the Cimarron agency, New Mexico, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	400 00
Amount due Charles H. Coleman for shoeing public animals during the second quarter 1873, for the Mescalero Apache agency, New Mexico, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	27 00

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.		Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
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Incidental expenses Indian service in New Mexico—Continued.	INTERIOR DEPARTMENT—Continued.						
	Amount due Daniel P. Mowner for services rendered as butcher, in second quarter 1873, at same agency, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	\$133 50	
	This amount, to pay indebtedness incurred on account of the service at the same agency, in second quarter 1873, viz: Pay of one laborer, \$90, and one blacksmith, \$82.50, as per statement of S. B. Bushnell, agent in charge, on file in the Indian Office, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	172 50	
	Amount due W. W. Owen for services rendered as chief herder at the Navajo agency, New Mexico, during the second quarter, 1873, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	180 00	
	Amount due Charles Harrison for services rendered as issuing-clerk, at the same agency, same quarter, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	180 00	
	Amount due P. H. Williams for services rendered as issuing-clerk, at the same agency, same quarter, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	180 00	
	Amount due A. C. Damon for services rendered as butcher, at the same agency, same quarter, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	180 00	
	Amount due Peter Whitney for services rendered as teamster, at the same agency, same quarter, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	180 00	
	Amount due Navajo Charley for services rendered as herder, at the same agency, same quarter, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	90 00	
	This amount, to pay liabilities incurred on account of the service at the Southern Apache agency, New Mexico, during the second quarter 1873, viz: Richard Stackpole, foreman, \$175, and Joseph Durand, issue-clerk, \$150, as per statement of Benjamin M. Thomas, agent, on file in the Indian Office, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	325 00	
	Amount due Fellipie Madrilie for beef, wheat, and flour, furnished in second quarter 1873, for the Abiquin agency, New Mexico, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	164 25	
	Amount due Jacob Krummeck for subsistence furnished in March and	May 29, 1872	17	187	1	103 25	

April, 1873, for the service at the same agency, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	43 25	
Amount due Speigelberg Bros. for provisions furnished in April, 1873, for the same agency, being a deficiency for the fiscal year 1873, and prior years.	May	29, 1872	17	187	1	29 00	
Amount due Speigelberg Bros. for blankets, &c., furnished in January and February, 1873, for Indians visiting the New Mexico superintendency, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	10 00	
Amount due Tom Navajo for services rendered as herder at the Navajo agency, in June, 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	388 00	
Amount due W. W. Owens for amount advanced to Indian employés of the Navajo agency for herding, during the first and second quarters, 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	536 00	
Amount due Lionel Ayers for amount advanced in goods and money to Indian employés at the Navajo agency, New Mexico, during the first and second quarters, 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	223 00	
Amount due Lionel Ayers for goods furnished the principal chiefs and head-men of the Navajo Indians, during first and second quarters, 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	12 00	
Amount due Serfine Chacon for repairing an ambulance belonging to the Abiquin agency, New Mexico, in February, 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	5 00	
Amount due John B. McCullough for postage-stamps furnished the Cimarron agency, New Mexico, in May and June, 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	7, 216 64	50, 000 00
Amount due P. A. Wagner for ammunition furnished the western band of Shoshone Indians in Hamilton, Nevada, in January, 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	65 67	15, 000 00
Amount due William P. Harris, for services rendered as blacksmith at the Klamath agency, Oregon, in the fourth quarter, 1871, as per voucher on file in the Indian Office, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	269 00	
Amount due George W. Collins for services rendered as superintendent of farming at Alsea subagency, Oregon, in second quarter, 1873, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	66 66	
Amount due F. H. Sawtell for articles furnished the Siletz agency, Oregon, in the third and fourth quarters, 1872, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	9 49	
Amount due Northrup & Thompson for supplies furnished the Siletz Indian agency, Oregon, in June, 1872, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	356 00	
Amount due Abbey & Simpson for supplies furnished the Siletz agency, Oregon, in October, 1872, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	29 14	
Amount due Allen & Lewis for supplies furnished the Siletz agency, Oregon, in September, 1872, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	79 70	
Amount due H. P. Butler for transportation of flour to the Siletz agency, Oregon, in November, 1872, being a deficiency for the fiscal year 1873 and prior years.	May	29, 1872	17	187	1	64 66	

Incidental expenses Indian service in Nevada.

Incidental expenses Indian service in Oregon.

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing or providing for the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
			Vol. or R. S.	Page.	Sec.			
Incidental expenses Indian service in Oregon—Continued.	INTERIOR DEPARTMENT—Continued. Amount due E. Hartless for wheat furnished the Siletz agency, Oregon, in April, 1872, being a deficiency for the fiscal year 1873 and prior years. Amount due Frank Hill for transportation furnished for the service at the Siletz agency, Oregon, in November, 1872, being a deficiency for the fiscal year 1873 and prior years. Amount due S. R. Baxter for shoeing public animals belonging to the Siletz agency, Oregon, in November, 1872, being a deficiency for the fiscal year 1873 and prior years. Amount due George Elliott for services rendered as brick-maker at the Siletz agency, Oregon, in May, 1872, being a deficiency for the fiscal year 1873 and prior years. Amount due T. G. Richmond for board of mules belonging to the Siletz agency, Oregon, in March, 1872, being a deficiency for the fiscal year 1873 and prior years. Amount due Pardon Dodd's for herding twenty-eight head of cattle at the Uintah Valley agency, Utah, from December 1, 1872, to June 30, 1872, at \$50 per month, seven months, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	\$71 84		
		May 29, 1872	17	187	1	15 64		
		May 29, 1872	17	187	1	13 00		
		May 29, 1872	17	187	1	25 29		
		May 29, 1872	17	187	1	10 50	\$1,010 92	\$40,000 00
		May 29, 1872	17	187	1	.....	350 00	25,000 00
Incidental expenses Indian service in Utah.	This amount, to be applied in the payment of indebtedness incurred in 1868 and 1869 by H. C. Cole, late Indian agent, in conducting the affairs of the Tulalip Indian agency, in Washington Territory, as per statement of Samuel K. Ross, brevet colonel U. S. A., and late superintendent of Indian affairs, on file in the Indian Office, being a deficiency for the fiscal year 1873 and prior years.	May 29, 1872	17	187	1	.....	7,553 44	24,400 00
Fulfilling treaty with Chippewas of Lake Superior.	This amount, to meet liabilities contracted on account of the Indian service at the La Pointe agency, Wisconsin, being for pay of employes, supplies, &c., as per statement of agent I. L. Mahan, dated December 8, 1875, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	441	1	.....	3,594 95	31,220 00
Fulfilling treaty with Mixed Shoshones, Bannacks, and Sheep-eaters.	Amount due Charles Rich for supplies furnished Mixed Shoshones, Bannacks, and Sheep-eaters, under contract, during the second quarter, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	449	1	.....	2,755 35	25,000 00
Fulfilling treaty with Navajoes.	Amount due L. Speigelberg for beef furnished the Navajo agency, New Mexico, in May, 1874, being a deficiency for the fiscal year 1874. This amount, to be applied in payment for services rendered by employes at the Navajo agency, New Mexico, during the fiscal year ending June	Feb. 14, 1873	17	449	1	5,285 98	8,698 37	66,000 00
		Feb. 14, 1873	17	449	1	3,412 39		

Fulfilling treaty with Pawnees.	30, 1874, as per vouchers certified by Agent W. F. M. Arney on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	451	1	.....	247 77	55,680 00
Fulfilling treaty with Pottawatomies.	Amount due Union Pacific Railroad Company for transporting annuity goods and supplies to the Pawnee agency during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	451	1	.....	4,341 30	42,645 14
Fulfilling treaty with Shoshones and Bannacks.	This amount for deficiency of money annuities, for the fiscal year ending June 30, 1874, due the Prairie band of Pottawatomies, under treaty stipulations, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	455	1	.....	2,710 96	85,911 00
Fulfilling treaty with Sioux of different tribes, including Santee Sioux of Nebraska.	Amount due the Union Pacific Railroad Company for transporting annuity goods and supplies to the Sioux Indians during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	453	1	4,238 61		
	Amount due Henry Housman for supplies furnished the Red Cloud agency in December, 1873, and January, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	453	1	339 66		
	Amount due E. Nagle for oats, &c., furnished the Red Cloud agency in December, 1873, and April, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	453	1	180 00		
Fulfilling treaty with Tabeguache, Mnuache, Capote, Weeminuche, Yampa, Grand River, and Uintah band of Utes.	Amount due S. F. Estis for ammunition furnished in July, 1873, for the Whetstone agency, Dakota, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	453	1	112 00		
	Amount due N. Huss for supplies furnished the Red Cloud agency in November and December, 1873, and January and February, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	453	1	377 11		
	Amount due Jules Ecoffey & Co. for supplies furnished the Red Cloud agency in August and September, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	453	1	94 85		
	Amount due Jules Ecoffey for the delivery at the Red Cloud agency, under contract, 119,000 feet of sawed lumber, in March, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	453	1	1,779 05	7,121 28	1,871,800 00
	Amount due Union Pacific Railroad Company for transporting annuity goods and supplies purchased for the service at the White River agency, Colorado, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	457	1	.....	947 97	78,220 00
Incidental expenses Indian service in Arizona.	Amount due Union Pacific Railroad Company for transportation furnished Indian agents in March and June, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	459	1	158 55		
	Amount due Union Pacific Railroad Company for transporting annuity goods and supplies purchased for Indians located in Arizona, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	459	1	26 10		
	Amount due Harrington and Gilbert for running 1,780.80 feet of tunnel, 5 by 6 feet, through mesa on the Colorado River Indian reservation, Arizona Territory, to bring water to the irrigating-canal, as per agreement dated August 28, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	459	1	12,105 40		

Estimate of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
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Incidental expenses Indian service in Arizona—Continued.	INTERIOR DEPARTMENT—Continued.							
	Amount due Harrington and Gilbert for running 1,173 feet of tunnel through Mesa, on the Colorado River Indian reservation, Arizona Territory, in June, 1874, under contract, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	\$77 77		
	This amount to meet liabilities contracted during the fiscal year ending June 30, 1874, at the Papago agency, Arizona, as per vouchers and statement of Agent R. A. Wilbur, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	3,838 84		
	Amount due H. W. Livingston for services rendered as laborer at the Colorado River reservation, Arizona, during the first and second quarters, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	331 00		
	Amount due James Brown for services rendered as laborer on the irrigating canal at Colorado River reservation, Arizona, in June, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	54 00		
	This amount to meet liabilities contracted on account of services rendered by employes, &c., at the Moqui Pueblo Indian agency, in Arizona, during the fiscal year ending June 30, 1874, as per estimates of Agent Defrees, dated April 8 and June 20, 1874, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	1,336 38		
Incidental expenses Indian service in California.	Amount due Hop-Kee & Co., for shoes furnished under contract for the Tule River agency, California, in October, 1873, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	237 36	\$17,928 04	\$75,000 00
	Amount due Mission and Pacific Woolen Mills for clothing furnished under contract for the same agency, in October, 1873, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	499 25		
	Amount due Hooker & Co. for hardware furnished under contract for the same agency, in October, 1873, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	413 93		
	Amount due Murphy, Grant & Co. for goods, &c., furnished under contract for the same agency in October, 1873, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	345 37		
	Amount due Fordham & Jennings for subsistence supplies furnished under contract for the same agency in October, 1873, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	266 59		
	Amount due Lindenburger & Burke for hats furnished under contract for the same agency in October, 1873, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	459	1	35 53		

Amount due S. Greenbaum for transporting annuity goods and supplies to Hoopa Valley reservation, California, under contract, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	459	1	794 52	
Amount due John Sap for 55,838 pounds of fresh beef furnished the Hoopa Valley reservation, California, under contract, during the first and second quarters, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	459	1	5,583 80	
Amount due A. Brizzard for supplies furnished the Hoopa Valley reservation, California, in March, April, May, and June, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	459	1	1,999 71	
Amount due Marcus C. Hawley & Co. for hardware furnished the Hoopa Valley agency, California, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	459	1	121 72	
This amount to meet liabilities contracted on account of the service at the Denver special agency, Colorado, during the fiscal year ending June 30, 1874, as per statement of J. B. Thompson, agent, on file in the Indian Office. Items: Salary of agent \$300, and \$277.36 for rent, fuel, lights, stationery, printing, medicines, &c., being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	577 36	85,000 00
Amount due Agent E. H. Danforth for expenses incurred in traveling on business in connection with the Indian service at White River, Colorado, as shown by vouchers one and five, Abstract B, cash account, third quarter, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	210 41	
This amount, to meet liabilities contracted on account of the service at the Grand River agency, Dakota, during the first and second quarters, 1874, on account of supplies furnished, as per vouchers on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	509 79	10,000 00
This amount, to meet liabilities contracted on account of the service at the Red Cloud agency, Dakota, being for pay of employes and incidental expenses for the first and second quarters, 1874, as per statement of Agent J. J. Saville, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	2,509 62	
Amount due Todd Randall for 100 tons of hay delivered at the Red Cloud agency, Dakota, in October, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	1,650 00	
Amount due Northern Pacific Railroad Company for balance due on account of transportation of supplies to Fort Berthold, in December, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	704 14	
This amount, to re-imburse Charles P. Birkeitt, late United States Indian agent, for amount expended by him for the benefit of the Indians located at the Ponca agency, Dakota Territory, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	30,589 31	20,000 00
This amount, to be applied in the payment of indebtedness incurred on account of the service at the Fort Hall agency, Idaho, during the first and second quarters, 1874, as per statement of Henry Reed, late agent, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	.....	20,000 00
						35,962 86	
						5,703 27	
						787 77	
						10,297 78	

Notes of appropriations required to supply deficiencies in appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, authorizing or providing for the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
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Incidental expenses Indian service in Nevada.	INTERIOR DEPARTMENT—Continued. This amount, to be applied in payment of liabilities contracted on account of the service at Walker River and Pyramid Lake agency, Nevada, during the second quarter, 1874, being for pay of employes, subsistence, seeds, traveling-expenses of the agent, &c., as per statement of Agent C. A. Bateman, on file in the Indian Office, being a deficiency for the fiscal year 1874. Amount due J. B. Lamay for the hire of an ambulance to Agent W. D. Crothers, in April, 1874, being a deficiency for the fiscal year 1874. Amount due Charles Robbins for services rendered as farmer, at the Abiquin agency, New Mexico, in March and April, 1874, being a deficiency for the fiscal year 1874. Amount due W. W. Owen for services rendered as chief herder at the Navajo agency, New Mexico, during the third quarter, 1873, being a deficiency for the fiscal year 1874. Amount due W. W. Owen for services rendered as chief herder at the same agency, in second quarter, 1874, being a deficiency for the fiscal year 1874. Amount due Charles Harrison for services rendered as issue-clerk at the same agency, during third quarter, 1873, being a deficiency for the fiscal year 1874. Amount due P. H. Williams for services rendered as issue-clerk at the same agency, same quarter, being a deficiency for the fiscal year 1874. Amount due A. C. Damon for services rendered as butcher, at same agency, same quarter, being a deficiency for the fiscal year 1874. Amount due Peter Whitney for services rendered as teamster at the same agency, same quarter, being a deficiency for the fiscal year 1874. Amount due Navajo Charley for services rendered as herder at the same agency, same quarter, being a deficiency for the fiscal year 1874. This amount, to be applied in the payment of indebtedness incurred on first and second quarters, 1874, as per statement and vouchers, certified by E. C. Lewis, late agent, on file in the Indian Office, being a deficiency for the fiscal year 1874. Amount due Agiela, Ute chief, for services rendered as guide, from August 3 to October 25, 1873, at Cimarron agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1		\$3,585 06	\$25,000 00
		Feb. 14, 1873	17	460	1	\$21 00		
		Feb. 14, 1873	17	460	1	136 67		
		Feb. 14, 1873	17	460	1	120 00		
		Feb. 14, 1873	17	460	1	180 00		
		Feb. 14, 1873	17	460	1	120 00		
		Feb. 14, 1873	17	460	1	120 00		
		Feb. 14, 1873	17	460	1	120 00		
		Feb. 14, 1873	17	460	1	30 00		
		Feb. 14, 1873	17	460	1	644 72		
		Feb. 14, 1873	17	460	1	50 00		

Amount due Z. Staab & Co. for supplies furnished the superintendent of Indian affairs for New Mexico, in November and December, 1873, and January and April, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	149 14
Amount due Seligman Brothers & Co. for timber, &c., furnished in second quarter, 1874, for the New Mexico superintendency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	20 75
Amount due O. C. Crothers for services rendered in March, 1874, at the Abiquiu agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	77 41
Amount due A. Cayetana Garcia for subsistence supplies furnished during the second quarter, 1874, for the New Mexico superintendency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	69 05
Amount due Nannello Griego for board furnished two Indian witnesses in March, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	36 00
Amount due Joseph J. Herrera for services rendered in June, 1874, at the Abiquiu agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	102 33
Amount due Probst & Kirchner for 207½ pounds of beef furnished in June, 1874, for Indians at the same agency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	16 60
Amount due M. A. Breeden for rent of post-office box to the superintendent of Indian affairs for New Mexico, in June, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	3 90
Amount due Maxwell Land-Grant and Railway Company for rent of building for the use of the agent at Cimarron agency, New Mexico, in January, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	12 00
Amount due Francisco Griego for keeping Indian horses in February and March, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	25 50
Amount due Thomas McDonald for board furnished employes of the Cimarron agency, New Mexico, in June, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	12 00
Amount due John Orme Cole, late Indian agent, for expenses incurred in October and November, 1873, in traveling on Government business, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	177 55
Amount due Charles Probst for beef furnished in January, March, April, and May, 1874, for the Abiquiu agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	920 65
Amount due Charles Probst for beef furnished in June, 1874, for the same agency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	877 70
Amount due Willi Speigelberg, for supplies furnished the Cimarron agency, New Mexico, in February, March, and second quarter, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	4, 045 20
Amount due William White for expenses incurred in traveling, in April, 1874, on account of the Indian service in New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	32 00
Amount due William White for services rendered as acting agent at the Cimarron agency, New Mexico, in April, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	147 30
Amount due M. Traner for supplies furnished in April, 1874, for the same agency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	73 63
Amount due T. D. Burns for rent of buildings for the service at the Abiquiu agency, New Mexico, in September, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	45 10

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.	
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Incidental expenses Indian service in New Mexico—Continued.	INTERIOR DEPARTMENT—Continued.								
	Amount due Bernardo Sanchez for beef and mutton furnished in August, 1873, for the service at the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	\$104 00			
	Amount due A. G. Irvine for hardware furnished in June, 1874, for the service in New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	6 90			
	Amount due Ilfeld & Co. for supplies furnished the superintendent of Indian affairs for New Mexico in April and May, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	19 35			
	Amount due Z. Staab and Alexander Gusdorf for 2,900 pounds of flour furnished under contract in February, 1874, for the Abiquia agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	123 25			
	Amount due Z. Staab and Alexander Gusdorf for 12,000 pounds of flour furnished under contract in April and May, 1874, for same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	510 00			
	Amount due W. A. Crocker for services rendered in June, 1874, as clerk at the Cimarron agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	40 00			
	Amount due Julien Lopes for 25 cords of wood furnished in November, 1873, for the Mescalero Apache agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	75 00			
	Amount due Charles H. Coleman for shoeing public animals in December, 1873, and January and February, 1874, at the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	56 00			
	Amount due Z. Staab & Co. for supplies furnished in April, 1874, for the Abiquia agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	155 00			
	Amount due Pedro Y. Jaramillo for beef and wheat furnished in May, 1874, for the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	194 00			
	Amount due Culver & Hersey for ammunition furnished in May, 1874, for the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	94 00			
	Amount due Charles Roselle for services rendered as teamster in March, 1874, at the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	8 88			
	Amount due William A. Crocker for rent of buildings from January 20 to April 20, 1874, for the service in New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	54 00			
	Amount due William A. Crocker for services rendered at the Cimarron agency, New Mexico, from February 1 to April 20, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	166 66			

This amount, to be applied in the payment of indebtedness incurred on account of the service at the Mescalero Apache agency, New Mexico, during the second quarter 1874, being for pay of employes and repairs on buildings, as per statement of Agent W. D. Crothers, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	1, 355 00
Amount due Jesus Alviso for services rendered as Navajo interpreter from July 1 to August 31, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	84 24
Amount due Chivato (Indian) for services rendered as herder from July 1 to August 31, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	30 00
Amount due J. W. Southwick for services rendered in May, 1874, at the Abiquiu agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	46 67
Amount due Don Vicente (Indian) for services rendered in May, 1874, at the same agency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	5 00
Amount due Chandler Robbins for traveling-expenses in May, 1874, in connection with the service at same agency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	47 00
Amount due Chiome (Indian) for services rendered in June, 1874, at the same agency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	7 20
Amount due Fernandez Montana for 256 pounds of hay furnished in May, 1874, for same agency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	7 50
Amount due Z. Staab & Co. for articles of stationery furnished in August and September, 1873, for the Southern Apache agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	32 50
Amount due M. A. Breeden for articles of stationery furnished in May, 1874, for the Mescalero Apache agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	17 20
Amount due Francis Griego for hire of wagons and horses in April, 1874, for the service at the Cimarron agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	10 00
Amount due R. H. Longwell and A. Vison for services rendered and expenses incurred in connection with the service in New Mexico in June, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	297 33
Amount due R. H. Longwell for medicines, &c., furnished in November and December, 1873, for the Cimarron agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	16 70
Amount due Sixto Chavez for 1,500 pounds of corn furnished for the service at the Abiquiu agency in May, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	105 00
Amount due Pedro Y. Jaramillo for 6,120 pounds of wheat furnished the same agency in June, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	306 00
Amount due M. Traner for supplies furnished in second quarter 1874, for the Cimarron agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	179 69
Amount due Valentine Herbert for services rendered as teamster in May and June, 1874, at the New Mexico superintendency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	120 00
Amount due S. Speigelberg for one saddle and three bridles furnished in June, 1874, for the New Mexico superintendency, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	32 50

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treating the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.	
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Incidental expenses Indian service in New Mexico—Continued.	INTERIOR DEPARTMENT—Continued.								
	Amount due Frederick C. Bishop for services rendered as clerk at the office of the superintendent of Indian affairs for New Mexico in June, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	\$75 00			
	Amount due S. C. Dudley for services rendered as clerk for the same officer in May and June, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	250 00			
	Amount due Speigelberg Brothers for one sack of flour furnished in February, 1874, to Indians in New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	5 00			
	Amount due George Chase for shoeing animals belonging to the Navajo agency, New Mexico, in October, 1873, and May and June, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	70 25			
	Amount due William Bolander for repairing harness, &c., in April and June, 1874, for the superintendent of Indian affairs for New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	14 45			
	Amount due J. B. McCullough for rent of post-office box to the agent at the Cimarron agency, New Mexico, in April, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	2 00			
	Amount due E. Andrews for articles of stationery furnished in April and May, 1874, for the office of the superintendent of Indian affairs for New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	20 25			
	Amount due J. L. Gould for services rendered as special agent in November, 1874, at the Navajo agency, New Mexico, and for traveling expenses in returning to his home, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	322 00			
	Amount due Thomas D. Burns for supplies furnished for the service at the Abiquiu agency, New Mexico, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	677 11			
	Amount due Charles Roselle for services rendered as teamster and laborer at the Abiquiu agency, New Mexico, in second quarter 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	105 00			
	Amount due Francisco Griego for hire of team for the service at the Cimarron agency, New Mexico, in April, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	10 00			
	Amount due Francisco Griego for services rendered as interpreter at the Cimarron agency, New Mexico, in May, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	55 55			

Incidental expenses Indian service in Oregon.	Amount due W. A. Crocker for services rendered as issue-clerk at the same agency, in May, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	53 33	\$14,596 59	\$50,000,000
	Amount due Maurice Franer for supplies furnished the same agency in February, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	29 63		
	Amount due George Schafer for 414 loaves of bread furnished the Indians at the Pueblo agency, New Mexico, in the second quarter 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	34 50		
	Amount due Francisco Griego for transportation furnished two Indians, witnesses to United States court, from Cimarron to Santa Fé, New Mexico, in February, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	39 00		
	Amount due John E. Murphy for medicines furnished for the service in New Mexico during the second quarter 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	20 75		
	This amount, to be applied in the payment of liabilities contracted on account of the service at the Alsea subagency and the Siletz agency, Oregon, during the fiscal year ending June 30, 1874, as per statement of J. H. Fairchild, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	12,163 46		
	This amount, to be applied in payment of liabilities contracted on account of the service at the Malheur agency, Oregon, during the fiscal year ending June 30, 1874, as per statements of Agents Parish and Linville, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	3,897 06		
	This amount, to be applied in payment of salaries due employés, purchases of tools, and repair of mills at the Klamath agency, Oregon, during the fiscal year ending June 30, 1874, as per statement of agent L. S. Dyar, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	3,825 00		
	This amount, to be applied in payment of salaries due employés, purchases of supplies, &c., during the fiscal year ending June 30, 1874, as per statement of Agent P. B. Sinnott, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	1,905 00		
	Amount due G. W. Dodge, late Indian agent, for expenses incurred in traveling from Salt Lake City, Utah, to Aurora, Illinois, in August, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	128 00		
Incidental expenses Indian service in Utah.	Amount due Union Pacific Railroad Company for transporting annuity goods and supplies to Indians in Utah during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	631 45	21,790 52	40,000,00
	Amount due Pardon Dodds for herding 28 head of cattle at the Uintah Valley agency, Utah, from July 1, 1873, to September 30, 1873, at \$50 per month, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	150 00		
	Amount due James M. Barker for services rendered as laborer at the Uintah Valley agency, Utah, during the second quarter 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	150 00		
	Amount due James T. Taylor for services rendered as laborer at the same agency same quarter, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	150 00		
	Amount due Edward B. Critchlow for services rendered as laborer at the same agency same quarter, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	150 00		
	Amount due Robert C. Turner for services rendered as laborer and mail-carrier at the same agency same quarter, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	460	1	225 00		

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
			Vol. or R. S.	Page.	Sec.			
Incidental expenses Indian service in Utah—Continued.	INTERIOR DEPARTMENT—Continued.							
	Amount due Peter Van Houten for services rendered as carpenter at the same agency same quarter, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	\$300 00		
	Amount due John Kelley for services rendered as blacksmith at the same agency same quarter, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	250 00		
	Amount due Maurice K. Parsons for the delivery under contract of 43,593 pounds of fresh beef during the first and second quarters, 1874, at the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	4,141 33		
	Amount due Daniel S. Moseby for services rendered as farmer at the same agency during the second quarter, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	250 00	\$6,525 78	\$35,000 00
Incidental expenses Indian service in Washington.	Amount due John A. Simms, agent, for expenses incurred in traveling on business in connection with the service at the Colville agency, Washington Territory, from July 3 to October 7, 1873, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	242 89		
	Amount due Union Pacific Railroad Company for transporting annuity goods and supplies to Indians located in Washington Territory, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	54 00		
Contingencies, Indian Department.	This amount to be applied in the payment of salaries of employes, supplies, &c., liabilities contracted on account of the service at the Colville agency, Washington Territory, during the fiscal year ending June 30, 1874, as per statement of Agent John A. Simms, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	460	1	2,129 91	2,426 80	24,400 00
	This amount to be applied in the payment of liabilities contracted at the Central superintendency during the second quarter, 1874, on account of rent, care of Government animals, stationery, gas, storage, traveling-expenses, &c., as per statement of Enoch Hoag, late superintendent of Indian affairs, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb. 14, 1875	17	440	1	1,258 75		
	This amount for salary and traveling-expenses of a special agent in Alaska, from July 1, 1873, to June 30, 1874, as per vouchers on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	1,956 54		
	Amount due Dodd, Brown & Co. for goods furnished to relieve the suffering Kickapoo Indian captives at Fort Gibson, Indian Territory, preparatory to removal to a new location, during September and November, 1873, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	565 66		

Subsistence of the Arapahoes, Cheyennes, Apaches, Kiowas, Comanches, and Wichitas.	Amount due Joseph D. Gurnoe for services rendered as clerk at the La Pointe agency, Wisconsin, in August and October, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	165 00		
	Amount due J. A. Davis for balance on account for services rendered as superintendent at Red Cliff reservation, Wisconsin, and as clerk to the agent at the La Pointe agency, Wisconsin, from September 1, 1873, to February 6, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	250 00		
	Amount due G. A. Crowell for services rendered and expenses incurred in connection with the payment of annuities to the Miamies of Indiana and of Eel River, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	310 14	4,506 09	50,000
	Amount due William Matthewson for 35,000 pounds of flour furnished in May, 1874, for the subsistence of the Kiowa, Comanche, and Apache Indians in Dakota, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	.....	2,352 81	200,000 00
Subsistence and civilization of the Arickarees, Gros-Ventres, and Mandans.	Amount due John H. Charles for balance due on flour, bacon, coffee, sugar, &c., furnished the Arickarees, Gros-Ventres, and Mandans in September, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	9,998 84		
	Amount due Durfee & Peck for flour, bacon, coffee, and sugar furnished for the same Indians in October, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	20,684 23		
	Amount due F. A. Van Ostrand for flour, bacon, coffee, and sugar furnished for the same Indians in October, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	1,500 00		
	Amount due D. W. Marsh for flour, bacon, coffee, and sugar furnished for the same Indians in September, 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	1,157 50	33,340 57	75,000 00
Settlement, subsistence, and support of Shoshones and Bannacks, and other bands in Idaho and Southeastern Oregon.	Amount due the Union Pacific Railroad Company for transporting annuity goods and supplies to Shoshones and Bannacks, and other bands in Idaho and Southeastern Oregon, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	455	1	.....	473 63	40,000 00
Expenses of Indian delegations visiting Washington.	Amount due Union Pacific Railroad Company for transportation furnished Indian delegations visiting Washington during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	461	1	.....	826 00	15,000 00
Collecting and subsisting Apaches of Arizona and New Mexico.	Amount due J. P. Chase for supplies furnished the Southern Apache agency, New Mexico, during the fiscal year ending June 30, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	563 30		
	Amount due George B. Duncan for services rendered as issue-clerk at Southern Apache agency, New Mexico, in January, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	60 00		
	Amount due Henry Duane for services rendered as physician at the same agency in fourth quarter 1873, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	200 00		
	Amount due Andrew Berger for services rendered as blacksmith at the same agency in second quarter 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	33 25		
	Amount due Louis Clark for beef and flour furnished in March, 1874, for Jicarilla Apaches in New Mexico, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	583 20		

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each head of appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.	
			Vol. or R. S.	Page.	Sec.				
Collecting and subsisting Apaches of Arizona and New Mexico—Continued.	INTERIOR DEPARTMENT—Continued.								
	Amount due J. P. Chase for 7,470½ pounds fresh beef furnished in December, 1873, and January, 1874, for Southern Apache agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	\$933 81			
	Amount due Luciano Chaner for 12,968 pounds of fresh beef furnished in March, 1874, for same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	972 60			
	Amount due Frank Frenger for 19,733½ pounds of fresh beef furnished in January and March, 1874, for same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	1,608 54			
	Amount due Green & Lohenstein for supplies furnished in May, 1874, for Mescalero Apache agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	18 00			
	Amount due F. W. Haskell for sugar, coffee, and flour furnished in February, 1874, for Apaches of New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	3,931 75			
	Amount due Estanislado Montaya for 100,111 pounds of flour furnished in February, 1874, for Southern Apache agency, in New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	5,005 55			
	Amount due Pedro Montaya for erecting school-house in December, 1873, and furnishing 16 tons of hay in August, 1873, for the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	224 00			
	Amount due Numa Raymond for 48,518½ pounds of corn furnished in January, 1874, for the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	1,280 89			
	Amount due John H. Riley for fresh beef furnished in the first and second quarters, 1874, for the Mescalero Apache agency, New Mexico, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	7,165 66			
	Amount due William Rosenthal for corn and hay furnished in September, 1873, for the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	168 00			
	Amount due Van C. Smith for beef furnished under contract in fourth quarter, 1873, and January, 1874, for the same agency, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	9,867 03			
	Amount due Z. Staab for blankets, flour, and other supplies furnished in September, October, and November, 1873, and May, 1874, for the Southern and Mescalero Apache agencies, being a deficiency for the fiscal year 1874.	Feb. 14, 1873	17	440	1	3,789 52			
	Amount due Henry G. Foussant for 15,163 pounds of fresh beef furnished	Feb. 14, 1873	17	440	1	1,213 04			

in May, 1874, for the Southern Apaches of New Mexico, being a deficiency for the service of the fiscal year 1874.	Feb.	14, 1873	17	440	1	1,560 00	
Amount due Manuel Vigil for 20,800 pounds of mutton furnished in June, 1874, for the same Indians, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	96 00	
Amount due Paul Dowlire for supplies furnished the Mescalero Apache agency, New Mexico, in May, 1874, being a deficiency for fiscal year 1874.	Feb.	14, 1873	17	440	1	76 50	
Amount due William Gentry for services rendered as teamster at the same agency during a part of the first and second quarters, 1874, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	473 00	
Amount due S. C. Agguire for services rendered, hire of teams, &c., plowing, &c., in May, 1874, at the Rio Verde reservation, Arizona, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	4,206 79	
This amount, to be applied in the payment of indebtedness incurred on account of the service at the San Carlos division, White Mountain reservation, Arizona, during the fiscal year ending June 30, 1874, as per vouchers and statement of Agent James E. Roberts, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	1,167 50	
This amount, to be applied in the payment of indebtedness incurred on account of the service at the Gila River agency, Arizona, during the first and second quarters, 1874, as per statement of Agent J. H. Stout, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	33,372 96	
This amount, to be applied in the payment of indebtedness incurred on account of the service at Camp Apache agency, Arizona, during the fiscal year ending June 30, 1874, as per vouchers and statement of Agent James E. Roberts, on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	47,518 07	
Amount due W. B. Hooper & Co. for flour and barley delivered under contract during the fiscal year ending June 30, 1874, at the several agencies in Arizona, as per vouchers on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	13,971 35	
Amount due James M. Barney for supplies of fresh beef furnished under contract during the fiscal year ending June 30, 1874, for the service in Arizona, as per vouchers on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	10,928 70	
Amount due W. B. Hugus for supplies of flour, soap, &c., furnished during the fiscal year ending June 30, 1874, for the service of the San Carlos agency, Arizona, as per vouchers on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	13,559 77	
Amount due E. N. Fish & Co. for supplies of stationery, medicines, coffee, sugar, beans, flour, &c., furnished during the fiscal year ending June 30, 1874, for the service in Arizona, as per vouchers on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1	5,020 12	250,000 00
This amount, to be applied in the payment of indebtedness incurred on account of the service at the Rio Verde reservation, Arizona, being for salaries due employés for services rendered during the fiscal year ending June 30, 1874, as per vouchers on file in the Indian Office, being a deficiency for the fiscal year 1874.	Feb.	14, 1873	17	440	1		169,568 90
This amount, to be applied in the payment of indebtedness incurred on account of the service at the Lac Court Oreille reservation, Wisconsin, during the fiscal year ending June 30, 1875, as per statement of J. L. Mahan, agent, on file in the Indian Office, being a deficiency for the fiscal year 1875.	June	22, 1874	18	150	1		4,369 90
							30,220 00

Fulfilling treaty with
Chippewas of Lake
Superior.

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.		Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.	
			Vol. or R. S.	Page. Sec.				
Fulfilling treaty with Navajoes.	INTERIOR DEPARTMENT—Continued. Amount due D. Provencher for 18,840 pounds of beef furnished the Navajo agency, New Mexico, in April, 1875, being a deficiency for the fiscal year 1875. Amount due D. Provencher for 12,450 pounds of beef furnished the Navajo agency, New Mexico, in March, 1875, being a deficiency for the fiscal year 1875. Amount due Marmion Bros. for corn delivered at the same agency in March, April, and May, 1875, being a deficiency for the fiscal year 1875. Amounts due Walter G. Marmion for beef furnished the Navajo agency, New Mexico, in March, 1875, and F. K. Nichols & Son for yarn, &c., for same agency, in February, 1875, being a deficiency for the fiscal year 1875.	June 22, 1874	18	159	1	\$942 00		
		June 22, 1874	18	159	1	620 01		
		June 22, 1874	18	159	1	2,080 92		
		June 22, 1874	18	159	1	1,436 69		\$50,675 00
Incidental expenses Indian service in California.	Amount due John Sap for fresh beef delivered at the Hoopa Valley agency, California, in July, August, and September, 1875, as per vouchers on file in the Indian Office, being a deficiency for the fiscal year 1875. This amount to be applied in payment of indebtedness incurred on account of the service at the Round Valley agency, California, in the second quarter, 1875, as per estimate of Agent J. L. Burchard, on file in the Indian Office, being a deficiency for the fiscal year 1875. Amount due Henry Cox for services rendered as inspector of Indian supplies at San Francisco, during the fiscal year ending June 30, 1875, being a deficiency for the fiscal year 1875. Amount due Marcus C. Hawley & Co. for articles of hardware furnished the Hoopa Valley agency, in California, in July, 1874, being a deficiency for the fiscal year 1875. This amount to meet liabilities contracted on account of the service at the Hoopa Valley agency, California, during the fiscal year ending June 30, 1875, being for annuity-supplies purchased of the following parties, namely: Fleishman, Siebel & Co., \$1,501.94; Murphy, Grant & Co., \$631.63; C. H. Myers & Bro., \$60.19; Fordham & Jennings, \$760.98; Levi Strauss & Co., \$496.59; J. C. Johnson & Co., \$37.27; Dutton & Wythington, \$74.62; Mission and Pacific Woolen Mills, \$3,463.73; Crane & Brigham, \$113.17; and Hecht Bros. & Co., \$445.08, aggregating \$7,585.10, being a deficiency for the fiscal year 1875.	June 22, 1874	18	171	1	1,753 55		
		June 22, 1874	18	171	1	693 63		
		June 22, 1874	18	171	1	601 00		
		June 22, 1874	18	171	1	70 50		
		June 22, 1874	18	171	1	7,585 10	10,703 78	70,000 00
						\$5,079 62		

ncidental expenses Indian service in Dakota.	Amount due Albertie & Brenner for medicines furnished the Ponca Indians in December, 1874, being a deficiency for the fiscal year 1875.	June 22, 1874	18	171	1	67 30	
	Amount due Wyman, Buckwalter & Co. for hardware furnished the Ponca agency in December, 1874, being a deficiency for the fiscal year 1875.	June 22, 1874	18	171	1	30 86	
	Amount due Blall & Buerdorf for sundry articles furnished the same agency in January, 1875, being a deficiency for the fiscal year 1875.	June 22, 1874	18	171	1	5 85	
	This amount to reimburse Charles P. Birkett, late United States Indian agent, for amount expended by him for the benefit of the Indians at Ponca agency, Dakota, during the fiscal year ending June 30, 1875, being a deficiency for the fiscal year 1875.	June 22, 1874	18	171	1	1,860 91	20,000 00
Incidental expenses Indian service in Montana.	Amount due C. A. Broadwater for 175 head of beef-cattle delivered at Fort Peck, Montana, in May, 1875, under contract July 11, 1874, being a deficiency for the fiscal year 1875.	June 22, 1874	18	171	1		20,000 00
Incidental expenses Indian service in Utah.	Amount due Abram Hatch for 50 head of beef-cattle delivered at the Uintah Valley agency, Utah, during the second quarter 1875, as per receipt of J. J. Critchlow, agent, on file in the Indian Office, being a deficiency for the fiscal year 1875.	June 22, 1874	18	172	1		30,000 00
Contingencies, Indian Department.	Amount due for salary and traveling-expenses of a special agent in Alaska from July 1, 1874, to October 7, 1874, as per vouchers of Agent E. D. Hall, on file in the Indian Office, being a deficiency for the fiscal year 1875.	June 22, 1874	18	148	1	592 37	
	Amount due G. A. Crowell for services rendered and expenses incurred in connection with the payment of annuities to the Miamies of Indiana and Eel River, during the fiscal year ending June 30, 1875, being a deficiency for the fiscal year 1875.	June 22, 1874	18	148	1	417 03	30,000 00
Pay of superintendents and agents.	Amount due Charles P. Birkett for services rendered as United States Indian agent during the fiscal year ending June 30, 1875, being a deficiency for the fiscal year 1875.	June 22, 1874	18	147	1		106,500 00
Expenses of holding general council of Indians in the Indian Territory.	This amount, to be applied in the payment of expenses incurred in holding general council of Indians in the Indian Territory during the fiscal years 1875 and 1876 and prior years, as per statement of Enoch Hoag, late superintendent of Indian affairs, dated November 19, 1875, on file in the Indian Office, being a deficiency for the fiscal year 1876 and prior years.	Mar. 3, 1875	18	447	1		3,000 00
Contingencies, Indian Department.	Amount due Gibson & Tyler, balance due on blankets furnished under contract for the service at Leech Lake special agency, Minnesota, during the fiscal year ending June 30, 1876, being a deficiency for the fiscal year 1876.	Mar. 3, 1875	18	423	1		30,000 00
Presents to Indians, (transfer-account.)	To effect a transfer to close the account of Nicholas Boilvin, Indian agent, involving no expenditure of money from the Treasury, being for the fiscal year 1873 and prior years, \$3,148.26.						
	Total for Interior Department						6,640,071 14
Contingent expenses Department of Justice.	For stationery, telegrams, and ice, being a deficiency for the fiscal year 1875.	June 20, 1874	18	109	1		16,000 00
	DEPARTMENT OF JUSTICE.						
							81 52

Estimates of appropriations required to supply deficiencies in the appropriations, &c.—Continued.

General object. (Title of appropriation.)	Detailed objects of expenditure and explanations.	Date of acts, resolutions, or treaties authorizing the expenditures.	References to Statutes at Large, or to Revised Statutes.			Estimated amount which will be required for each detailed object of expenditure.	Total amount to be appropriated under each appropriation.	Amount appropriated for the fiscal year for which the appropriation is required.
			Vol. or R. S.	Page	Sec.			
Defending suits and claims for seizure of captured or abandoned property.	DEPARTMENT OF JUSTICE—Continued. For payment of the necessary expenses incurred in defending suits against the Secretary of the Treasury, or his agents, for the seizure of captured or abandoned property; and for the examination of witnesses in claims against the United States pending in any Department, &c., viz, for services of J. R. Beckwith, United States attorney, in the defense of O. H. Burbridge, special agent of the Treasury Department, in the case of D. Cortinas vs. C. Bullitt, being a deficiency for the fiscal year, 1874. For payment of the necessary expenses incurred in defending suits against the Secretary of the Treasury, or his agents, for the seizure of captured or abandoned property; and for the examination of witnesses in claims against the United States pending in any Department, &c., viz, for services of R. H. Dana, in suits by the State Bank, and by the Merchants' Bank, in Boston, Mass., for \$500,000, gold, with interest. Fee allowed by Department of Justice \$7,379.88, on which \$4,000 has been paid; balance, \$3,379.88, being a deficiency for the fiscal year 1875. For work performed, and material furnished by Barron & Smithson, in August, 1865, in alterations of grand-jury room, city-hall, and rooms occupied by the register of deeds, being a deficiency for the fiscal year 1871 and prior years.	Mar. 3, 1873	17	512	1	.....	\$1,000 00	\$30,000 00
		June 23, 1874	18	206	1	.....	3,379 88	30,000 00
		July 20, 1868	15	115	1	.....	43 62	3,200 00
		Total Department of Justice.....						4,505 02	79,200 00
Expenses of United States courts.	JUDICIAL. For payment to executrix of George W. McDonald, for rent of rooms occupied by United States courts at Covington, Ky., (no rent having been paid, as no lease binding the United States was ever executed,) from July 1, 1861, to November 1, 1862, provided this shall be a full settlement of said claim for rent, being a deficiency for the fiscal year 1871 and prior years. For payment to F. J. Neuber for rent of chambers occupied by Judge Story, from November 1, 1872, to April 30, 1874, at Fort Smith, Ark., no lease binding the United States ever having been executed, provided this shall be a full settlement of said claim for rent, being a deficiency for the fiscal year 1874.	July 15, 1870	16	308	1	.....	220 00	1,200,000 00
		Mar. 3, 1873	17	512	1	.....	450 00	3,000,000 00

Defraying the expenses of the Supreme Court, and circuit and district courts of the United States, including the District of Columbia; and, also, for jurors and witnesses, and expenses of suits in which the United States are concerned, of prosecutions for offenses committed against the United States; for the safe-keeping of prisoners, &c., being a deficiency for the fiscal year 1875.	June 23, 1874	18	206	1	65,000 00	3,000,000 00
Total Judicial					65,650 00	7,200,000 00

RECAPITULATION.

Treasury Department.....	\$444,676 53	\$1,059,960 08
War Department	1,703,055 49	37,014,844 00
Interior Department	505,584 66	6,640,071 14
Department of Justice.....	4,505 02	79,200 00
Judicial.....	65,650 00	7,200,000 00
Grand total	2,723,471 70	51,994,075 22

BALANCES IN THE SURPLUS-FUND.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In compliance with section 5 of an act approved June 20, 1874, making appropriations for services of the Government, &c., a statement of certain balances carried to the surplus-fund required to be re-appropriated for the fiscal year 1873 and prior years.

MARCH 29, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
Washington, D. C., March 24, 1876.

SIR: I have the honor to transmit herewith, in compliance with the requirements of section 5 of "An act making appropriations for the service of the Government for the fiscal year ending June 30, 1875, and for other purposes," approved June 20, 1874, a statement of such of the balances of appropriations carried to the surplus-fund under the provisions of said act as are required to be re-appropriated for the service of the fiscal year 1873 and prior years, amounting, in the aggregate, to \$906,679.35.

I am, very respectfully,

B. H. BRISTOW,
Secretary.

Hon. M. C. KERR,
Speaker of the House of Representatives.

BALANCES REQUIRED TO BE RE-APPROPRIATED.

33

Pay of two and three year volunteers.	Amount required to pay claims of officers and enlisted men of the volunteer service, or their heirs and assigns, for arrears of pay that may be certified to be due them by the accounting-officers of the Treasury Department, being for the service of the fiscal year 1871 and prior years.	Mar. 3, 1865	13	495	1	.....	609, 946 79	11, 583, 443 23
Mileage	For allowances to officers of the Army for transportation of themselves and their baggage, when traveling on duty, &c., certified to be due by the accounting-officers of the Treasury Department, being for the service of the fiscal year 1873.	June 6, 1872	17	259	1	.....	153 50	47, 999 99
Subsistence of the Army	For payment of amounts certified to be due by the accounting-officers of the Treasury Department for subsistence-stores of the Army, being for the service of the fiscal year 1871 and prior years.	July 15, 1870	16	315	1	.....	11, 227 17	928, 753 20
Clothing of the Army ..	For payment of amounts certified to be due by the accounting-officers of the Treasury Department for clothing of the Army, being for the service of the fiscal year 1871 and prior years.	Mar. 3, 1871	16	523	1	.....	305 45	260, 886 34
Transportation of the Army.	For payment of amounts certified to be due by the accounting-officers of the Treasury Department for transportation of the Army, being for the service of the fiscal year 1871 and prior years.	July 15, 1870	16	316	1	48, 002 02		
Officers' transportation.	For payment of amounts certified to be due by the accounting-officers of the Treasury Department for transportation of the Army, being for the service of the fiscal year 1871 and prior years.	Mar. 3, 1871	16	523	1	2, 652 97	50, 654 99	947, 791 89
Regular supplies, Quartermaster's Department.	For payment of amounts certified to be due by the accounting-officers of the Treasury Department for regular supplies of the Army, being for the service of the fiscal year 1871 and prior years.	July 15, 1870	16	316	1	.....	142 48	105, 739 19
Incidental expenses, Quartermaster's Department.	For payment of amounts certified to be due by the accounting-officers of the Treasury Department for incidental expenses of the Army, being for the service of the fiscal year 1872.	July 15, 1870	16	316	1	.....	57, 681 56	331, 265 32
Barracks and quarters.	For payment of amounts certified to be due by the accounting-officers of the Treasury Department for rent or hire of quarters for troops, and for officers on military duty, &c., being for the service of the fiscal year 1872.	Mar. 3, 1871	16	522	1	97 60	9, 352 92	307, 180 46
Horses for cavalry and artillery.	For payment of amounts certified to be due by the accounting-officers of the Treasury Department for purchase of horses for the cavalry and artillery, being for the service of the fiscal year 1871 and prior years.	Mar. 3, 1871	16	523	1	.....	4, 573 12	82, 638 50
Contingencies of the Army.	For contingencies of the Army certified to be due by the accounting-officers of the Treasury Department, being for the service of the fiscal year 1871 and prior years.	July 15, 1870	16	315	1	1, 138 88	4, 349 83	18, 332 64
Medical and hospital department.	For contingencies of the Army certified to be due by the accounting-officers of the Treasury Department, being for the service of the fiscal year 1873.	June 6, 1872	17	260	1	7 25	1, 146 13	53, 376 46
	For payment of amounts certified to be due by the accounting-officers of the Treasury Department, for medical and hospital supplies and incidental expenses of the Medical Department of the Army, being for the service of the fiscal year 1871 and prior years.	Mar. 3, 1869	15	316	1	2, 878 27		
	For payment of amounts certified to be due by the accounting-officers of the Treasury Department, for medical and hospital supplies and incidental expenses of the Medical Department of the Army, being for the service of the fiscal year 1872.	Mar. 3, 1871	16	523	1	31 58	2, 909 85	729, 354 51

RECAPITULATION.

Treasury Department.....	\$30,000 00	\$651,288 44
War Department.....	875,183 10	21,201,521 23
Interior Department.....	1,496 25	103,389 37
Grand total.....	906,679 35	21,956,199 04

O

STATEMENT OF MEN, HORSES, ETC., HIRED IN WASHINGTON.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

A statement of men, horses, &c., hired in Washington.

APRIL 3, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *March 29, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, for the information of the Committee on Military Affairs, in response to inquiries from the chairman of said committee, statements prepared by Maj. William Myers, depot quartermaster in this city, viz:

A.—Statement of forage and straw issued to officers by Maj. William Myers, depot quartermaster at Washington, D. C., and delivered to livery-stables each month from March, 1874, to February, 1876, inclusive.

B.—Statement of the number of horses and mules for which Major Myers issued forage during the year 1875.

C.—Statement of men employed by Maj. William Myers, depot quartermaster, Washington, D. C., their duties, and the amount of salary paid each during the year 1875.

In answer to the first inquiry, viz, "What amount of Government forage has been issued for the private horses of W. W. Belknap, late Secretary of War, within the past three years, and upon whose requisition?" Major Myers reports that no forage has been issued to the private horses of W. W. Belknap, late Secretary of War, during the past three years, nor for any other period, but that forage has from time to time been issued for the use of animals in the service of the War Department, and that he found the practice in operation when he took charge of the depot in 1870, and had been the custom for years.

In connection with statement A herewith, Major Myers reports that it is not known to him which of the officers, if any, do not own the animals for which they made requisitions for forage.

ALPHONSO TAFT,
Secretary of War.

A.—Statement of forage and straw issued to officers by Maj. William Myers, depot quartermaster at Washington, D. C., and delivered to livery-stables, during the months from March, 1874, to February, 1876, both months inclusive.

* MARCH, 1874.

Rank.	Name of officer.	To whom delivered.	Qats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Brigadier-general	G. R. Paul	Wanstall & Son	1,488	1,736	400
Do	A. A. Humphreys	Charles H. Earl	1,488	1,736	400
Colonel	J. H. Baxter	R. Cruik, jr.	744	868	200
Do	C. H. Crane	Charles H. Earl	744	868	200
Do	O. M. Poe	Keyes & Co.	744	868	200
Do	J. E. Tourtellotte	do	744	868	200
Do	J. C. McCoy	do	744	868	200
Do	R. B. Marcy	do	744	868	200
Lieutenant-colonel	J. G. Foster	Washington Nailor	744	868	200
Brigadier-general	A. B. Dyer	Lawrence Clark	372	434	100
Major	L. H. Pelouze	Keyes & Co.	744	868	200
Do	S. C. Lyford	do	744	868	200
Do	Henry Goodfellow	J. B. Olcott & Son	744	868	200
Do	E. G. Beckwith	Charles H. Earl	744	868	200
Do	Thomas M. Vincent	Keyes & Co.	744	868	200
Do	R. D. Clarke	Wanstall & Son	744	868	200
Do	George H. Elliot	Keyes & Co.	744	868	200
Captain	J. J. Woodward	John T. Price	744	868	200
Do	A. J. McGonnigle	Keyes & Co.	372	434	100
Lieutenant	H. H. C. Dunwoody	R. Cruik, jr.	744	868	200
Do	Robert Craig	Keyes & Co.	744	868	200
Do	H. H. Bellas	Green & Osborn	744	868	200
Do	W. L. Marshall	Keyes & Co.	744	868	200
Do	C. E. Dutton	Lawrence Clark	744	868	200
Do	R. L. Hoxie	Keyes & Co.	744	868	200
Total			19,344	22,568	5,200

APRIL, 1874.

Brigadier-general	A. A. Humphreys	Charles H. Earl	1,440	1,680	400
Do	A. B. Dyer	Lawrence Clark	360	420	100
Do	G. R. Paul	Wanstall & Son	1,440	1,680	400
Colonel	O. M. Poe	Keyes & Co.	720	840	200
Do	J. H. Baxter	R. Cruik, jr.	720	840	200
Do	C. H. Crane	Charles H. Earl	720	840	200
Do	J. C. McCoy	Keyes & Co.	720	840	200
Do	R. B. Marcy	do	720	840	200
Do	J. E. Tourtellotte	do	720	840	200
Lieutenant-colonel	J. G. Foster	Washington Nailor	720	840	200
Major	L. H. Pelouze	Keyes & Co.	720	840	200
Do	George H. Elliot	do	720	840	200
Do	J. P. Martin	A. Nailor, jr.	720	840	200
Do	S. C. Lyford	Keyes & Co.	720	840	200
Do	R. D. Clarke	Wanstall & Son	720	840	200
Do	Henry Goodfellow	J. B. Olcott & Son	720	840	200
Do	E. G. Beckwith	Charles H. Earl	720	840	200
Do	Thomas M. Vincent	Keyes & Co.	720	840	200
Captain	J. J. Woodward	John T. Price	720	840	200
Do	George A. Otis	Thomas Irwin	720	840	200
Do	A. J. McGonnigle	Keyes & Co.	360	420	100
Lieutenant	Robert Craig	do	720	840	200
Do	H. H. C. Dunwoody	R. Cruik, jr.	720	840	200
Do	C. W. Larned	N. C. Farnham	720	840	200
Do	W. L. Marshall	Keyes & Co.	720	840	200
Do	C. E. Dutton	Lawrence Clark	720	840	200
Do	R. L. Hoxie	Keyes & Co.	720	840	200
Total			20,160	23,520	5,600

MAY, 1874.

Brigadier-General	G. R. Paul	Wanstall & Son	1,488	1,736	400
Do	A. A. Humphreys	Charles H. Earl	1,488	1,736	400
Do	A. B. Dyer	Lawrence Clark	372	434	100
Colonel	J. C. McCoy	Keyes & Co.	744	868	200
Do	O. M. Poe	do	744	868	200
Do	C. H. Crane	Charles H. Earl	744	868	200
Do	J. E. Tourtellotte	Keyes & Co.	744	868	200
Do	J. H. Baxter	R. Cruik, jr.	744	868	200
Do	R. B. Marcy	Keyes & Co.	744	868	200

MEN EMPLOYED BY THE QUARTERMASTER'S DEPARTMENT. 3

A.—Statement of forage and straw issued to officers, &c.—Continued.

MAY, 1874—Continued.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Lieutenant-Colonel	J. G. Foster	Washington Nailor	744	868	200
Major	L. H. Pelouze	Keyes & Co.	744	868	200
Do	R. D. Clarke	Wanstall & Son	744	868	200
Do	Henry Goodfellow	J. B. Olcott & Son	744	868	200
Do	Thomas M. Vincent	Keyes & Co.	744	868	200
Do	E. G. Beckwith	Charles H. Earl	744	868	200
Do	George H. Elliot	Keyes & Co.	744	868	200
Do	S. C. Lyford	do	744	868	200
Captain	George A. Otis	Thomas Irwin	744	868	200
Do	J. J. Woodward	John T. Price	744	868	200
Do	A. J. McGonnigle	Keyes & Co.	372	434	100
Lieutenant	H. H. C. Dunwoody	R. Cruik, jr.	744	868	200
Do	Robert Craig	Keyes & Co.	744	868	200
Do	R. L. Hoxie	do	744	868	200
Do	C. W. Larned	N. C. Farnham	744	868	200
Do	W. L. Marshall	Keyes & Co.	744	868	200
Do	C. E. Dutton	Lawrence Clark	744	868	200
Total			20, 088	23, 436	5, 400

JUNE, 1874.

Brigadier-General	G. R. Paul	Wanstall & Son	1, 440	1, 680	400
Do	A. A. Humphreys	Charles H. Earl	1, 440	1, 680	400
Colonel	O. M. Poe	Keyes & Co.	720	840	200
Do	J. E. Tourtellotte	do	720	840	200
Do	C. H. Crane	Charles H. Earl	720	840	200
Do	J. C. McCoy	Keyes & Co.	720	840	200
Do	J. H. Baxter	R. Cruik, jr.	720	840	200
Major	T. L. Casey	do	720	840	200
Do	Peter C. Hains	Keyes & Co.	720	840	200
Do	L. H. Pelouze	do	720	840	200
Do	J. P. Martin	Washington Nailor	720	840	200
Do	S. C. Lyford	Keyes & Co.	720	840	200
Do	R. D. Clarke	Wanstall & Son	720	840	200
Do	E. G. Beckwith	Charles H. Earl	720	840	200
Do	George H. Elliot	Keyes & Co.	720	840	200
Do	Henry Goodfellow	J. B. Olcott & Son	720	840	200
Do	Thomas M. Vincent	Keyes & Co.	720	840	200
Captain	J. S. Billings	Marcey & Payne, (George-town.)	720	840	200
Do	J. J. Woodward	John T. Price	720	840	200
Do	George A. Otis	Thomas Irwin	720	840	200
Do	A. J. McGonnigle	Keyes & Co.	360	420	100
Lieutenant	H. H. C. Dunwoody	R. Cruik, jr.	720	840	200
Do	C. W. Larned	N. C. Farnham	720	840	200
Do	Robert Craig	Keyes & Co.	720	840	200
Do	R. L. Hoxie	do	720	840	200
Do	W. L. Marshall	do	720	840	200
Do	C. E. Dutton	Lawrence Clark	720	840	200
Total			20, 520	23, 940	5, 700

JULY, 1874.

Brigadier-General	G. R. Paul	Wanstall & Son	1, 488	1, 736	400
Do	A. A. Humphreys	Charles H. Earl	1, 488	1, 736	400
Colonel	J. E. Tourtellotte	Keyes & Co.	744	868	200
Do	C. H. Crane	Charles H. Earl	744	868	200
Do	O. M. Poe	Keyes & Co.	744	868	200
Do	J. C. McCoy	do	744	868	200
Do	J. H. Baxter	R. Cruik, jr.	744	868	200
Major	J. P. Martin	Washington Nailor	744	868	200
Do	A. B. Carey	Keyes & Co.	744	868	200
Do	L. H. Pelouze	do	744	868	200
Do	Thomas M. Vincent	do	744	868	200
Do	Henry Goodfellow	J. B. Olcott & Son	744	868	200
Do	George H. Elliot	Keyes & Co.	744	868	200
Do	R. D. Clarke	Wanstall & Son	744	868	200
Do	T. L. Casey	R. Cruik, jr.	744	868	200
Do	Peter C. Hains	Keyes & Co.	744	868	200
Do	E. G. Beckwith	Charles H. Earl	744	868	200
Captain	J. S. Billings	Marcey & Payne, (George-town.)	744	868	200
Do	A. F. Rockwell	Keyes & Co.	744	868	200
Do	George A. Otis	Thomas Irwin	744	868	200
Do	J. J. Woodward	John T. Price	744	868	200

FORAGE ISSUED TO ARMY OFFICERS AND

A.—Statement of forage and straw issued to officers, &c.—Continued.

JULY, 1874—Continued.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Captain.....	C. E. Dutton.....	Lawrence Clark.....	744	868	200
Do.....	A. J. McGonnigle.....	Keyes & Co.....	744	868	200
Lieutenant.....	H. H. C. Dunwoody.....	R. Cruik, jr.....	744	868	200
Do.....	C. W. Larned.....	N. C. Farnham.....	744	868	200
Do.....	Robert Craig.....	Keyes & Co.....	744	868	200
Do.....	M. C. Wilkinson.....	J. B. Olcott & Son.....	744	868	200
Do.....	R. L. Hoxie.....	Keyes & Co.....	744	868	200
Total.....			22,320	26,040	6,000

AUGUST, 1874.

Brigadier-General.....	A. A. Humphreys.....	Charles H. Earl.....	1,488	1,736	400
Do.....	G. R. Paul.....	Wanstall & Son.....	1,488	1,736	400
Colonel.....	O. M. Poe.....	Keyes & Co.....	744	868	200
Do.....	J. H. Baxter.....	Naylor & Son.....	744	868	200
Do.....	C. H. Crane.....	Charles H. Earl.....	744	868	200
Do.....	J. E. Tourtellotte.....	Keyes & Co.....	744	868	200
Do.....	J. C. McCoy.....	do.....	744	868	200
Major.....	T. L. Casey.....	R. Cruik, jr.....	744	868	200
Do.....	Peter C. Hains.....	Keyes & Co.....	744	868	200
Do.....	L. H. Pelouze.....	do.....	744	868	200
Do.....	A. B. Carey.....	do.....	744	868	200
Do.....	J. P. Martin.....	Washington Nailor.....	744	868	200
Do.....	Thomas M. Vincent.....	Keyes & Co.....	744	868	200
Do.....	R. D. Clarke.....	Wanstall & Son.....	744	868	200
Do.....	George H. Elliot.....	Keyes & Co.....	744	868	200
Do.....	E. G. Beckwith.....	Charles H. Earl.....	744	868	200
Do.....	Henry Goodfellow.....	J. B. Olcott & Son.....	744	868	200
Captain.....	J. S. Billings.....	Marcey & Payne, (George-town.)	744	868	200
Do.....	A. J. McGonnigle.....	Keyes & Co.....	744	868	200
Do.....	G. W. McKee.....	do.....	744	868	200
Do.....	A. F. Rockwell.....	do.....	744	868	200
Do.....	George A. Otis.....	Thomas Irwin.....	744	868	200
Do.....	C. E. Dutton.....	Lawrence Clark.....	744	868	200
Do.....	J. J. Woodward.....	John T. Price.....	744	868	200
Lieutenant.....	Robert Craig.....	Keyes & Co.....	744	868	200
Do.....	M. C. Wilkinson.....	J. B. Olcott & Son.....	744	868	200
Do.....	H. H. C. Dunwoody.....	R. Cruik, jr.....	744	868	200
Do.....	J. A. Sladen.....	J. B. Olcott & Son.....	744	868	200
Do.....	R. L. Hoxie.....	Keyes & Co.....	744	868	200
Total.....			23,064	26,908	6,200

SEPTEMBER, 1874.

Brigadier-general.....	A. A. Humphreys.....	Charles H. Earl.....	1,440	1,680	400
Do.....	G. R. Paul.....	Wanstall & Son.....	1,440	1,680	400
Colonel.....	J. H. Baxter.....	Naylor & Son.....	720	840	200
Do.....	O. M. Poe.....	Keyes & Co.....	720	840	200
Do.....	J. E. Tourtelotte.....	do.....	720	840	200
Do.....	C. H. Crane.....	Charles H. Earl.....	720	840	200
Do.....	J. C. McCoy.....	Keyes & Co.....	720	840	200
Lieutenant-colonel.....	T. L. Casey.....	R. Cruik, jr.....	720	840	200
Major.....	Peter C. Hains.....	Keyes & Co.....	720	840	200
Do.....	J. P. Martin.....	Washington Nailor.....	720	840	200
Do.....	R. D. Clarke.....	Wanstall & Son.....	720	840	200
Do.....	L. H. Pelouze.....	Keyes & Co.....	720	840	200
Do.....	Thomas M. Vincent.....	do.....	720	840	200
Do.....	George H. Elliot.....	do.....	720	840	200
Do.....	A. B. Carey.....	do.....	720	840	200
Do.....	E. G. Beckwith.....	Charles H. Earl.....	720	840	200
Do.....	Henry Goodfellow.....	J. B. Olcott & Son.....	720	840	200
Captain.....	J. J. Woodward.....	John T. Price.....	720	840	200
Do.....	A. T. Rockwell.....	Keyes & Co.....	720	840	200
Do.....	J. S. Billings.....	Marcey & Payne, (George-town.)	720	840	200
Do.....	G. W. McKee.....	Keyes & Co.....	720	840	200
Do.....	George A. Otis.....	Thomas Irwin.....	720	840	200
Do.....	C. E. Dutton.....	Lawrence Clark.....	720	840	200

MEN EMPLOYED BY THE QUARTERMASTER'S DEPARTMENT. 5

A.—Statement of forage and straw issued to officers, &c.—Continued.

SEPTEMBER, 1874—Continued.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Lieutenant	A. H. Von Luettwitz	John T. Price	720	840	200
Do.....	R. Craig	Keyes & Co.....	720	840	200
Do.....	R. L. Hoxie	do	720	840	200
Total .....	.....	.....	20, 160	23, 520	5, 600

OCTOBER, 1874.

Brigadier-general	A. A. Humphreys	Charles H. Earl	1, 488	1, 736	400
Do.....	G. R. Paul	Wanstall & Son.....	1, 488	1, 736	400
Colonel	J. E. Tourtelotte.....	Keyes & Co.....	336	392	93
Do.....	O. M. Poe	do	744	868	200
Do.....	J. H. Baxter	Naylor & Son.....	744	868	200
Do.....	J. C. McCoy	Keyes & Co.....	744	868	200
Do.....	C. H. Crane	Charles H. Earl	744	868	200
Lieutenant-colonel	T. L. Casey	R. Cruik, jr.....	744	868	200
Major.....	Peter C. Hains	Keyes & Co.....	744	868	200
Do.....	A. B. Carey	J. G. Matlock	744	868	200
Do.....	R. D. Clarke	Wanstall & Son.....	744	868	200
Do.....	L. H. Pelouze.....	Keyes & Co.....	744	868	200
Do.....	J. P. Martin	Washington Nailor	744	868	200
Do.....	Henry Goodfellow.....	J. B. Olcott & Son.....	744	868	200
Do.....	George H. Elliot.....	Keyes & Co.....	744	868	200
Do.....	Thomas M. Vincent	do	744	868	200
Do.....	E. G. Beckwith.....	Charles H. Earl	744	868	200
Captain.....	J. S. Billings.....	Marcey & Payne, (George-town.)	744	868	200
Do.....	J. J. Woodward	John T. Price.....	744	868	200
Do.....	George A. Otis	Thomas Irwin	744	868	200
Do.....	G. W. McKee.....	Keyes & Co.....	744	868	200
Do.....	James F. Gregory	Charles H. Earl	744	868	200
Do.....	W. J. Twining.....	do	744	868	200
Do.....	C. E. Dutton.....	Lawrence Clark	744	868	200
Lieutenant	Robert Craig	Keyes & Co.....	744	868	200
Do.....	H. H. C. Dunwoody.....	R. Cruik, jr.....	744	868	200
Do.....	R. L. Hoxie	Keyes & Co.....	744	868	200
Total .....	.....	.....	21, 168	24, 696	5, 693

NOVEMBER, 1874.

Brigadier-general	G. R. Paul	Wanstall & Son.....	1, 440	1, 680	400
Do.....	A. A. Humphrey.....	Charles H. Earl	1, 440	1, 680	400
Colonel	O. M. Poe	Keyes & Co.....	720	840	200
Do.....	J. H. Baxter	Naylor & Son.....	720	840	200
Do.....	J. C. McCoy	Keyes & Co.....	720	840	200
Do.....	C. H. Crane	Charles H. Earl	720	840	200
Lieutenant-colonel	T. L. Casey	R. Cruik, jr.....	720	840	200
Major.....	R. D. Clarke	Wanstall & Son.....	720	840	200
Do.....	Peter C. Hains.....	Keyes & Co.....	720	840	200
Do.....	A. B. Carey	J. G. Matlock.....	720	840	200
Do.....	George H. Elliot.....	Keyes & Co.....	720	840	200
Do.....	J. P. Martin	A. Nailor, jr.....	720	840	200
Do.....	S. C. Lyford	Charles H. Earl	720	840	200
Do.....	Thomas M. Vincent.....	Keyes & Co.....	720	840	200
Do.....	Henry Goodfellow	J. B. Olcott & Son.....	720	840	200
Do.....	E. G. Beckwith	Charles H. Earl	720	840	200
Do.....	L. H. Pelouze	Keyes & Co.....	720	840	200
Captain.....	George A. Otis.....	Thomas Irwin	720	840	200
Do.....	Garrick Mallery.....	R. Cruik, jr.....	720	840	200
Do.....	James F. Gregory	Charles H. Earl	720	840	200
Do.....	W. J. Twining.....	do	720	840	200
Do.....	G. W. McKee.....	Keyes & Co.....	720	840	200
Do.....	C. E. Dutton.....	Lawrence Clarke.....	720	840	200
Do.....	J. J. Woodward.....	John T. Price	720	840	200
Lieutenant	H. H. C. Dunwoody	R. Cruik, jr.....	720	840	200
Do.....	A. W. Greely	do	720	840	200
Do.....	F. C. Grugan.....	do	720	840	200
Do.....	F. V. Greene.....	Charles H. Earl	720	840	200
Do.....	R. L. Hoxie	Keyes & Co.....	720	840	200
Do.....	Robert Craig	do	720	840	200
Total .....	.....	.....	23, 040	26, 880	6, 400

A.—Statement of forage and straw issued to officers, &c.—Continued.

DECEMBER, 1874.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Brigadier-general	G. R. Paul	Wanstall & Son	1,488	1,736	400
Do	A. A. Humphreys	Charles H. Earl	1,488	1,736	400
Colonel	J. C. McCoy	Keyes & Co.	744	868	200
Do	O. M. Poe	do	744	868	200
Do	R. B. Marcy	do	744	868	200
Do	J. H. Baxter	Naylor & Son	744	868	200
Do	C. H. Crane	Charles H. Earl	744	868	200
Lieutenant-colonel	T. L. Casey	R. Cruik, jr.	744	868	200
Major	S. C. Lyford	Charles H. Earl	372	434	100
Do	Peter C. Hains	Keyes & Co.	744	868	200
Do	George H. Elliot	do	744	868	200
Do	R. D. Clarke	Wanstall & Son	744	868	200
Do	A. B. Carey	J. G. Matlock	744	868	200
Do	E. G. Beckwith	Charles H. Earl	744	868	200
Do	Henry Goodfellow	J. B. Olcott & Son	744	868	200
Do	Thomas M. Vincent	Keyes & Co.	744	868	200
Do	L. H. Pelouze	do	744	868	200
Do	J. P. Martin	Washington Nailor	744	868	200
Captain	J. J. Woodward	John T. Price	744	868	200
Do	James F. Gregory	Charles H. Earl	744	868	200
Do	W. J. Twining	do	744	868	200
Do	George A. Otis	Thomas Irwin	744	868	200
Do	C. E. Dutton	Lawrence Clark	744	868	200
Lieutenant	George M. Wheeler	R. Cruik, jr.	744	868	200
Do	F. V. Greene	Charles H. Earl	744	868	200
Do	H. H. C. Dunwoody	R. Cruik, jr.	744	868	200
Do	P. M. Price	do	600	700	158
Do	Robert Craig	Keyes & Co.	744	868	200
Do	R. L. Hoxie	do	744	868	200
Do	W. L. Marshall	do	408	476	113
Total			22,256	26,782	6,171

JANUARY, 1875.

Brigadier-general	G. R. Paul	Wanstall & Son	1,488	1,736	400
Do	A. A. Humphreys	Charles H. Earl	1,488	1,736	400
Colonel	O. M. Poe	Keyes & Co.	744	868	200
Do	J. H. Baxter	Naylor & Son	744	868	200
Do	J. C. McCoy	Keyes & Co.	744	868	200
Do	C. H. Crane	Charles H. Earl	744	868	200
Do	R. B. Marcy	Keyes & Co.	744	868	200
Lieutenant-colonel	T. L. Casey	R. Cruik, jr.	744	868	200
Major	S. C. Lyford	Charles H. Earl	372	434	100
Do	A. B. Carey	J. G. Matlock	744	868	200
Do	George H. Elliot	Keyes & Co.	744	868	200
Do	Peter C. Hains	do	744	868	200
Do	R. S. Clarke	Wanstall & Son	744	868	200
Do	L. H. Pelouze	Keyes & Co.	744	868	200
Do	J. P. Martin	Washington Nailor	744	868	200
Do	Thomas M. Vincent	Keyes & Co.	744	868	200
Do	E. G. Beckwith	Charles H. Earl	744	868	200
Do	Henry Goodfellow	J. B. Olcott & Son	744	868	200
Captain	James F. Gregory	Charles H. Earl	744	868	200
Do	J. J. Woodward	John T. Price	744	868	200
Do	W. J. Twining	Charles H. Earl	744	868	200
Do	C. E. Dutton	Lawrence Clark	744	868	200
Do	George A. Otis	Thomas Irwin	744	868	200
Lieutenant	F. V. Greene	Charles H. Earl	744	868	200
Do	H. H. C. Dunwoody	R. Cruik, jr.	744	868	200
Do	Robert Craig	Keyes & Co.	744	868	200
Do	P. M. Price	R. Cruik, jr.	744	868	200
Do	R. L. Hoxie	Keyes & Co.	744	868	200
Do	W. L. Marshall	do	744	868	200
Total			22,320	26,040	6,000

MEN EMPLOYED BY THE QUARTERMASTER'S DEPARTMENT. 7

A.—Statement of forage and straw issued to officers, &c.—Continued.

FEBRUARY, 1875.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Brigadier-general	G. R. Paul	Wanstall & Son	1,344	1,568	400
Do	A. A. Humphreys	Charles H. Earl	1,344	1,568	400
Colonel	O. M. Poe	Keyes & Co	672	784	200
Do	J. C. McCoy	do	672	784	200
Do	C. H. Crane	Charles H. Earl	672	784	200
Do	R. B. Marcy	Keyes & Co	672	784	200
Do	J. H. Baxter	Naylor & Son	672	784	200
Lieutenant-colonel	T. L. Carey	R. Cruit, jr	336	392	100
Major	S. C. Lyford	Charles H. Earl	672	784	200
Do	R. D. Clarke	Wanstall & Son	672	784	200
Do	George H. Elliott	Keyes & Co	672	784	200
Do	A. B. Carey	do	672	784	200
Do	Peter C. Hains	do	672	784	200
Do	Henry C. Hodges	Leadingham & Co	672	784	200
Do	N. Vedder	R. Cruit, sr	672	784	200
Do	J. P. Martin	Washington Nailor	672	784	200
Do	L. H. Pelouze	R. Cruit, jr	672	784	200
Do	E. G. Beckwith	Charles H. Earl	672	784	200
Do	Henry Goodfellow	J. B. Olcott & Son	672	784	200
Do	Thomas M. Vincent	Keyes & Co	672	784	200
Captain	J. J. Woodward	John T. Price	672	784	200
Do	A. F. Rockwell	Keyes & Co	672	784	200
Do	W. J. Twining	Charles H. Earl	672	784	200
Do	James F. Gregory	do	672	784	200
Do	George A. Otis	Thomas Irwin	672	784	200
Lieutenant	P. M. Price	R. Cruit, jr	672	784	200
Do	Robert Craig	Keyes & Co	672	784	200
Do	H. H. C. Dunwoody	R. Cruit, jr	672	784	200
Do	F. V. Greene	Charles H. Earl	672	784	200
Do	R. L. Hoxie	Keyes & Co	672	784	200
Do	W. L. Marshall	do	672	784	200
Total			21,840	25,480	6,500

MARCH, 1875.

Brigadier-general	A. A. Humphreys	Charles H. Earl	1,488	1,736	400
Do	G. R. Paul	Wanstall & Son	1,488	1,736	400
Colonel	O. M. Poe	Keyes & Co	744	868	200
Do	J. C. McCoy	do	744	868	200
Do	J. H. Baxter	Naylor & Son	744	868	200
Do	R. B. Marcy	Keyes & Co	744	868	200
Do	C. H. Crane	Charles H. Earl	744	868	200
Lieutenant-colonel	T. L. Casey	R. Cruit, jr	744	868	200
Major	N. Vedder	do	744	868	200
Do	S. C. Lyford	Charles H. Earl	744	868	200
Do	A. B. Carey	Keyes & Co	744	868	200
Do	Peter C. Hains	do	744	868	200
Do	George H. Elliot	J. B. Olcott & Son	744	868	200
Do	L. H. Pelouze	R. Cruit, jr	744	868	200
Do	J. P. Martin	Washington Nailor	744	868	200
Do	Thomas M. Vincent	Keyes & Co	744	868	200
Do	Henry Goodfellow	J. B. Olcott & Son	744	868	200
Do	E. G. Beckwith	Charles H. Earl	744	868	200
Do	R. D. Clarke	Wanstall & Son	744	868	200
Do	Henry C. Hodges	Leadingham & Co	744	868	200
Captain	J. J. Woodward	John T. Price	744	868	200
Do	A. F. Rockwell	Keyes & Co	744	868	200
Do	W. J. Twining	Charles H. Earl	744	868	200
Do	James F. Gregory	do	744	868	200
Do	George A. Otis	Thomas Irwin	744	868	200
Lieutenant	P. M. Price	R. Cruit, jr	744	868	200
Do	H. H. C. Dunwoody	do	744	868	200
Do	F. V. Greene	Charles H. Earl	744	868	200
Do	W. L. Marshall	Keyes & Co	744	868	200
Do	Robert Craig	do	744	868	200
Do	R. L. Hoxie	do	744	868	200
Total			24,552	28,644	6,600

A.—Statement of forage and straw issued to officers, &c.—Continued.

APRIL, 1875.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Brigadier-general	G. R. Paul	Wanstall & Son	1,200	1,440	400
Do	A. A. Humphreys	Charles H. Earl	1,200	1,440	400
Colonel	O. M. Poe	Keyes & Co	600	720	200
Do	W. H. Emory	Charles H. Earl	600	720	200
Do	J. C. McCoy	Keyes & Co	600	720	200
Do	C. H. Crane	Charles H. Earl	600	720	200
Do	J. H. Baxter	Naylor & Son	600	720	200
Lieutenant-colonel	T. L. Casey	R. Cruit, jr.	600	720	200
Major	Henry C. Hodges	Leadingham & Co	600	720	200
Do	N. Vedder	R. Cruit, sr.	600	720	200
Do	R. D. Clarke	Wanstall & Son	600	720	200
Do	S. C. Lyford	Charles H. Earl	600	720	200
Do	A. B. Carey	J. G. Matlock	600	720	200
Do	J. P. Martin	Washington Nailor	600	720	200
Do	George H. Elliot	J. B. Olcott & Son	600	720	200
Do	L. H. Pelouze	R. Cruit, jr.	600	720	200
Do	Peter C. Hains	Keyes & Co	600	720	200
Do	E. G. Beckwith	Charles H. Earl	600	720	200
Do	Thomas M. Vincent	Keyes & Co	600	720	200
Do	Henry Goodfellow	John T. Price	600	720	200
Captain	James F. Gregory	Charles H. Earl	600	720	200
Do	J. J. Woodward	John T. Price	600	720	200
Do	A. F. Rockwell	Keyes & Co	600	720	200
Do	W. J. Twining	Charles H. Earl	600	720	200
Do	C. E. Dutton	Lawrence Clark	600	720	200
Do	George A. Otis	Thomas Irwin	600	720	200
Lieutenant	P. M. Price	R. Cruit, jr.	600	720	200
Do	F. V. Greene	Charles H. Earl	600	720	200
Do	H. H. C. Dunwoody	R. Cruit, jr.	600	720	200
Do	W. L. Marshall	Keyes & Co	600	720	200
Do	R. L. Hoxie	do	600	720	200
Total			19,800	23,760	6,600

MAY, 1875.

Brigadier-general	A. A. Humphreys	Charles H. Earl	1,240	1,488	400
Do	G. R. Paul	Wanstall & Son	1,240	1,488	400
Colonel	O. M. Poe	Keyes & Co	620	744	200
Do	J. H. Baxter	Naylor & Son	620	744	200
Do	W. H. Emory	Charles H. Earl	620	744	200
Do	C. H. Crane	do	620	744	200
Lieutenant-colonel	T. L. Casey	R. Cruit, jr.	620	744	200
Major	A. B. Carey	J. G. Matlock	620	744	200
Do	George H. Elliot	J. B. Olcott & Son	620	744	200
Do	N. Vedder	R. Cruit, sr.	620	744	200
Do	Peter C. Hains	Keyes & Co	620	744	200
Do	R. D. Clarke	Wanstall & Son	620	744	200
Do	J. P. Martin	Washington Nailor	620	744	200
Do	S. N. Benjamin	J. B. Olcott & Son	620	744	200
Do	T. T. Thornburgh	Wanstall & Son	420	504	140
Do	L. H. Pelouze	R. Cruit, jr.	620	744	200
Do	Thomas M. Vincent	Keyes & Co	620	744	200
Do	S. C. Lyford	Charles H. Earl	620	744	200
Do	Henry Goodfellow	J. B. Olcott & Son	620	744	200
Captain	J. J. Woodward	John T. Price	620	744	200
Do	W. J. Twining	Charles H. Earl	620	744	200
Do	James F. Gregory	do	620	744	200
Do	A. F. Rockwell	R. Cruit, jr.	620	744	200
Do	F. F. Whitehead	Keyes & Co	340	408	106
Do	E. B. Atwood	N. C. Farnham	620	744	200
Do	C. E. Dutton	Lawrence Clark	620	744	200
Do	George A. Otis	Thomas Irwin	620	744	200
Lieutenant	W. H. C. Dunwoody	R. Cruit, jr.	620	744	200
Do	F. V. Greene	Charles H. Earl	620	744	200
Do	W. L. Marshall	Keyes & Co	620	744	200
Do	R. L. Hoxie	do	620	744	200
Total			19,980	23,976	6,446

MEN EMPLOYED BY THE QUARTERMASTER'S DEPARTMENT. 9

A.—Statement of forage and straw issued to officers, &c.—Continued.

JUNE, 1875.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Brigadier-general	A. A. Humphreys	Charles H. Earl	1,200	1,440	400
Do	G. R. Paul	Wanstall & Son	1,200	1,440	400
Colonel	O. M. Poe	Keyes & Co	600	720	200
Do	J. H. Baxter	Naylor & Son	600	720	200
Do	W. H. Emory	Charles H. Earl	600	720	200
Do	C. H. Crane	do	600	720	200
Lieutenant-colonel	T. L. Casey	R. Cruik, jr	600	720	200
Major	N. Vedder	R. Cruik, sr	600	720	200
Do	S. N. Benjamin	J. B. Olcott & Son	600	720	200
Do	J. P. Martin	Washington Naylor	600	720	200
Do	A. B. Carey	J. G. Matlock	600	720	200
Do	L. H. Pelouze	R. Cruik, jr	600	720	200
Do	R. D. Clarke	Wanstall & Son	600	720	200
Do	Thomas M. Vincent	Keyes & Co	600	720	200
Do	Peter C. Hains	do	600	720	200
Do	S. C. Lyford	Charles H. Earl	600	720	200
Do	Henry Goodfellow	J. B. Olcott & Son	600	720	200
Do	E. G. Beckwith	Charles H. Earl	600	720	200
Captain	F. F. Whitehead	Keyes & Co	600	720	200
Do	A. F. Rockwell	do	600	720	200
Do	J. S. Billings	Marcey & Payne, (George-town.)	600	720	200
Do	George A. Otis	Thomas Irwin	600	720	200
Do	James F. Gregory	Charles H. Earl	600	720	200
Do	J. J. Woodward	John T. Price	600	720	200
Lieutenant	H. H. C. Dunwoody	R. Cruik, jr	600	720	200
Do	F. V. Greene	Charles H. Earl	600	720	200
Do	R. L. Hoxie	Keyes & Co	600	720	200
Total			17,400	20,880	5,800

JULY, 1875.

Brigadier-general	A. A. Humphreys	Charles H. Earl	1,240	1,488	400
Do	G. R. Paul	Wanstall & Son	1,240	1,488	400
Colonel	O. M. Poe	Keyes & Co	620	744	200
Do	J. H. Baxter	Naylor & Son	620	744	200
Do	C. H. Crane	Charles H. Earl	620	744	200
Do	W. H. Emory	do	620	744	200
Lieutenant-colonel	T. L. Casey	R. Cruik, jr	620	744	200
Major	N. Vedder	R. Cruik, sr	620	744	200
Do	S. N. Benjamin	J. B. Olcott & Son	620	744	200
Do	S. C. Lyford	Charles H. Earl	620	744	200
Do	A. B. Carey	J. G. Matlock	620	744	200
Do	Henry Goodfellow	J. B. Olcott & Son	620	744	200
Do	L. H. Pelouze	R. Cruik, jr	620	744	200
Do	Thomas M. Vincent	Keyes & Co	620	744	200
Do	R. D. Clarke	Wanstall & Son	620	744	200
Do	Peter C. Hains	Keyes & Co	620	744	200
Captain	J. S. Billings	Marcey & Payne, (George-town.)	620	744	200
Do	J. J. Woodward	John T. Price	620	744	200
Do	James F. Gregory	Charles H. Earl	620	744	200
Do	George A. Otis	Thomas Irwin	620	744	200
Do	J. W. Barriger	Charles H. Earl	620	744	200
Do	Elliott Coues	Washington Naylor	620	744	200
Do	A. F. Rockwell	R. Cruik, jr	620	744	200
Do	W. J. Twining	Charles H. Earl	620	744	200
Lieutenant	H. H. C. Dunwoody	R. Cruik, jr	620	744	200
Do	F. V. Greene	Charles H. Earl	620	744	200
Do	R. L. Hoxie	Keyes & Co	620	744	200
Do	Robert Craig	do	620	744	200
Brigadier-general	R. Macfeely	Charles H. Earl	620	744	200
Total			19,220	23,064	6,200

AUGUST, 1875.

Brigadier-general	G. R. Paul	Wanstall & Son	1,240	1,488	400
Do	A. A. Humphreys	Charles H. Earl	1,240	1,488	400
Colonel	O. M. Poe	Keyes & Co	620	744	200
Do	J. H. Baxter	Naylor & Son	620	744	200

A.—Statement of forage and straw issued to officers, &c.—Continued.

AUGUST, 1875—Continued.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Colonel	C. H. Crane	Charles H. Earl	620	744	200
Do	W. H. Emory	do	620	744	200
Lieutenant-colonel	T. L. Casey	R. Cruitt, jr	620	744	200
Major	Henry Goodfellow	J. B. Olcott & Son	620	744	200
Do	N. Vedder	A. Cowling	620	744	200
Do	A. B. Carey	J. G. Matlock	620	744	200
Do	S. N. Benjamin	J. B. Olcott & Son	620	744	200
Do	Thomas M. Vincent	Keyes & Co	620	744	200
Do	S. H. Pelouze	R. Cruitt, jr	620	744	200
Do	G. A. Gordon	Wanstall & Son	620	744	200
Do	S. C. Lyford	Charles H. Earl	620	744	200
Do	R. D. Clarke	Wanstall & Son	620	744	200
Do	T. J. Haines	Charles H. Earl	620	744	200
Do	Peter C. Hains	Keyes & Co	620	744	200
Captain	J. J. Woodward	John T. Price	620	744	200
Do	J. S. Billings	Marcey & Payne, (George-town.)	620	744	200
Do	James F. Gregory	Charles H. Earl	620	744	200
Do	A. F. Rockwell	Keyes & Co	620	744	200
Do	George A. Otis	Thomas Irwin	620	744	200
Do	John V. Furey	P. Flemming	620	744	200
Do	J. W. Barriger	Charles H. Earl	620	744	200
Do	C. B. Penrose	do	620	744	200
Do	Elliott Coues	Washington Nailor	620	744	200
Do	W. J. Twining	Charles H. Earl	620	744	200
Lieutenant	Robert Craig	Keyes & Co	620	744	200
Do	F. V. Greene	Charles H. Earl	620	744	200
Do	R. L. Hoxie	Keyes & Co	620	744	200
Do	H. H. C. Dunwoody	R. Cruitt, jr	620	744	200
Total			21, 080	25, 296	6, 800

SEPTEMBER, 1875.

Brigadier-general	A. A. Humphreys	Charles H. Earl	1, 200	1, 440	400
Do	G. R. Paul	Wanstall & Son	1, 440	1, 680	400
Do	R. Macfeely	do	1, 440	1, 680	400
Colonel	O. M. Poe	Keyes & Co	720	840	200
Do	J. H. Baxter	Naylor & Son	720	840	200
Do	C. H. Crane	Charles H. Earl	720	840	200
Do	W. H. Emory	do	720	840	200
Lieutenant-colonel	T. L. Casey	R. Cruitt, jr	720	840	200
Major	R. D. Clarke	Wanstall & Son	720	840	200
Do	S. C. Lyford	Charles H. Earl	720	840	200
Do	N. Vedder	A. Cowling	720	840	200
Do	George H. Elliot	J. B. Olcott & Son	720	840	200
Do	Peter C. Hains	Keyes & Co	600	720	200
Do	G. A. Gordon	Wanstall & Son	720	840	200
Do	S. N. Benjamin	J. B. Olcott & Son	720	840	200
Do	L. H. Pelouze	R. Cruitt, jr	600	720	200
Do	Thomas M. Vincent	Keyes & Co	720	840	200
Do	A. B. Carey	J. G. Matlock	720	840	200
Do	T. J. Haines	Charles H. Earl	720	840	200
Do	Henry Goodfellow	J. B. Olcott & Son	720	840	200
Captain	James F. Gregory	Charles H. Earl	600	720	200
Do	J. S. Billings	Marcey & Payne, (George-town.)	720	840	200
Do	W. T. Howell	J. B. Olcott & Son	720	840	200
Do	J. J. Woodward	John T. Price	720	840	200
Do	George A. Otis	Thomas Irwin	720	840	200
Do	John V. Furey	P. Flemming	720	840	200
Do	A. F. Rockwell	Keyes & Co	720	840	200
Do	J. W. Barriger	Charles H. Earl	720	840	200
Do	C. B. Penrose	do	720	840	200
Do	Elliott Coues	J. B. Olcott & Son	720	840	200
Do	W. J. Twining	Charles H. Earl	720	840	200
Lieutenant	H. H. C. Dunwoody	A. Cowling	720	840	200
Do	F. V. Greene	Charles H. Earl	720	840	200
Do	Robert Craig	Keyes & Co	720	840	200
Do	R. L. Hoxie	do	720	840	200
Total			26, 760	31, 320	7, 600

MEN EMPLOYED BY THE QUARTERMASTER'S DEPARTMENT. 11

A.—Statement of forage and straw issued to officers, &c.—Continued.

OCTOBER, 1875.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Brigadier-general	A. A. Humphreys	Charles H. Earl	1,488	1,736	400
Do	G. R. Paul	Wanstall & Son	1,488	1,736	400
Do	R. Macfeely	do	744	868	200
Colonel	O. M. Poe	Keyes & Co.	744	868	200
Do	J. H. Baxter	Naylor & Son	744	868	200
Do	W. H. Emory	Charles H. Earl	744	868	200
Do	C. H. Crane	do	744	868	200
Lieutenant-colonel	T. L. Casey	R. Cruik, jr.	744	868	200
Do	W. H. Lewis	Keyes & Co.	504	588	140
Major	G. A. Gordon	Wanstall & Son	744	868	200
Do	S. C. Lyford	Charles H. Earl	744	868	200
Do	N. Vedder	A. Cowling	744	868	200
Do	Peter C. Hains	Keyes & Co.	744	868	200
Do	A. B. Carey	J. G. Matlock	744	868	200
Do	George H. Elliot	J. B. Olcott & Son	744	868	200
Do	S. N. Benjamin	do	744	868	200
Do	R. D. Clarke	Wanstall & Son	744	868	200
Do	T. J. Haines	Charles H. Earl	744	868	200
Do	N. B. Sweitzer	do	744	868	200
Do	Thomas M. Vincent	Keyes & Co.	744	868	200
Do	L. H. Pelouze	R. Cruik, jr.	744	868	200
Do	Henry Goodfellow	J. B. Olcott & Son	744	868	200
Captain	J. S. Billings	Marcey & Payne, (George-town.)	744	868	200
Do	John V. Furey	R. Flemming	744	868	200
Do	C. B. Penrose	Charles H. Earl	744	868	200
Do	A. F. Rockwell	Keyes & Co.	744	868	200
Do	George A. Otis	Thomas Irwin	744	868	200
Do	J. W. Barriger	Charles H. Earl	744	868	200
Do	James F. Gregory	do	744	868	200
Do	J. J. Woodward	John T. Price	744	868	200
Do	W. T. Howell	J. B. Olcott & Son	744	868	200
Do	Elliott Coues	Washington Nailor	744	868	200
Do	C. E. Dutton	Lawrence Clark	744	868	200
Lieutenant	Robert Craig	Keyes & Co.	744	868	200
Do	H. H. C. Dunwoody	A. Cowling	744	868	200
Do	F. V. Greene	Charles H. Earl	744	868	200
Do	R. L. Hoxie	Keyes & Co.	744	868	200
Total			28,776	33,572	7,740

NOVEMBER, 1875.

Brigadier-general	G. R. Paul	Wanstall & Son	1,440	1,680	400
Do	A. A. Humphreys	Charles H. Earl	1,440	1,680	400
Do	R. Macfeely	do	720	840	200
Colonel	O. M. Poe	Keyes & Co.	720	840	200
Do	J. H. Baxter	Naylor & Son	720	840	200
Do	C. H. Crane	Charles H. Earl	720	840	200
Do	W. H. Emory	do	720	840	200
Lieutenant-colonel	W. H. Lewis	Keyes & Co.	720	840	200
Do	T. L. Casey	R. Cruik, jr.	720	840	200
Major	N. B. Sweitzer	Charles H. Earl	720	840	200
Do	N. Vedder	A. Cowling	720	840	200
Do	S. C. Lyford	Charles H. Earl	720	840	200
Do	Thomas M. Vincent	Keyes & Co.	720	840	200
Do	A. B. Carey	J. G. Matlock	720	840	200
Do	Peter C. Hains	Keyes & Co.	720	840	200
Do	S. N. Benjamin	J. B. Olcott & Son	720	840	200
Do	R. D. Clarke	Wanstall & Son	720	840	200
Do	George H. Elliot	J. B. Olcott & Son	720	840	200
Do	L. H. Pelouze	R. Cruik, jr.	720	840	200
Do	T. J. Haines	Charles H. Earl	720	840	200
Do	D. Bache	Marcey & Payne, (George-town.)	720	840	200
Do	Henry Goodfellow	J. B. Olcott & Son	720	840	200
Captain	George A. Otis	Thomas Irwin	720	840	200
Do	A. F. Rockwell	Keyes & Co.	720	840	200
Do	J. J. Woodward	John T. Price	720	840	200
Do	James F. Gregory	Charles H. Earl	720	840	200
Do	John V. Furey	P. Flemming	360	420	100
Do	J. W. Barriger	Charles H. Earl	720	840	200
Do	C. B. Penrose	do	720	840	200
Do	Elliott Coues	Washington Nailor	720	840	200
Do	C. E. Dutton	Lawrence Clark	720	840	200

A.—Statement of forage and straw issued to officers, &c.—Continued.

NOVEMBER, 1875—Continued.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Lieutenant	F. V. Greene	Charles H. Earl	720	840	200
Do	H. H. C. Dunwoody	A. Cowling	720	840	200
Do	Robert Craig	Keyes & Co.	720	840	200
Do	R. L. Hoxie	do	720	840	200
Acting asst. surgeon.	S. J. Radcliffe	Washington Nailor	360	420	100
Total .....	.....	.....	26, 640	31, 080	7, 400

DECEMBER, 1875.

Brigadier-general	G. R. Paul	Wanstall & Son	1, 488	1, 736	400
Do	A. A. Humphreys	Charles H. Earl	1, 488	1, 736	400
Do	R. Macfeely	do	744	868	200
Colonel	O. M. Poe	Keyes & Co.	744	868	200
Do	C. H. Crane	Charles H. Earl	744	868	200
Do	J. H. Baxter	Naylor & Son	744	868	200
Do	W. H. Emory	Charles H. Earl	744	868	200
Lieutenant-colonel	W. H. Lewis	Keyes & Co.	744	868	200
Do	T. L. Casey	R. Cruitt, jr	744	868	200
Major	Henry C. Hodges	Leadingham & Co	744	868	200
Do	N. B. Sweitzer	Charles H. Earl	744	868	200
Do	S. C. Lyford	do	744	868	200
Do	N. Vedder	A. Cowling	744	868	200
Do	George H. Elliot	J. B. Olcott & Son	744	868	200
Do	Peter C. Hains	Keyes & Co.	744	868	200
Do	J. W. Barriger	Charles H. Earl	744	868	200
Do	A. B. Carey	J. G. Matlock	744	868	200
Do	S. N. Benjamin	J. B. Olcott & Son	744	868	200
Do	R. D. Clarke	Wanstall & Son	744	868	200
Do	C. T. Larned	R. Cruitt, jr	744	868	200
Do	T. J. Haines	Charles H. Earl	744	868	200
Do	L. H. Pelouze	R. Cruitt, jr	744	868	200
Do	D. Bache	Marcey & Payne, (George-town.)	744	868	200
Do	Henry Goodfellow	J. B. Olcott & Son	744	868	200
Do	Thomas M. Vincent	Keyes & Co.	744	868	200
Captain	D. P. Heap	Charles H. Earl	744	868	200
Do	J. J. Woodward	John T. Price	744	868	200
Do	A. F. Rockwell	Keyes & Co.	744	868	200
Do	James F. Gregory	Charles H. Earl	744	868	200
Do	John V. Furey	J. B. Olcott & Son	372	434	100
Do	Elliott Cones	Washington Nailor	744	868	200
Do	George A. Otis	Charles H. Earl	744	868	200
Do	C. E. Dutton	Lawrence Clark	744	868	200
Lieutenant	F. V. Greene	Charles H. Earl	744	868	200
Do	H. H. C. Dunwoody	A. Cowling	744	868	200
Do	Robert Craig	Keyes & Co.	744	868	200
Do	C. W. Whipple	Charles H. Earl	744	868	200
Do	W. L. Marshall	Keyes & Co.	744	868	200
Do	C. C. Morrison	R. Cruitt, jr	744	868	200
Do	R. L. Hoxie	Keyes & Co.	744	868	200
Acting asst. surgeon.	S. J. Radcliffe	Washington Nailor	372	434	100
Total .....	.....	.....	31, 248	36, 456	8, 400

JANUARY, 1876.

Brigadier-general	G. R. Paul	R. Cruitt, jr	1, 488	1, 736	400
Do	R. Macfeely	Charles H. Earl	744	868	200
Do	A. A. Humphreys	do	1, 488	1, 736	400
Colonel	O. M. Poe	Keyes & Co.	744	868	200
Do	J. H. Baxter	Naylor & Son	744	868	200
Do	C. H. Crane	Charles H. Earl	744	868	200
Do	W. H. Emory	do	744	868	200
Do	R. B. Marcy	Keyes & Co.	744	868	200
Lieutenant-colonel	W. H. Lewis	do	744	868	200
Do	T. L. Casey	R. Cruitt, jr	744	868	200
Major	George H. Elliot	J. B. Olcott & Son	744	868	200
Do	Henry C. Hodges	Leadingham & Co	744	868	200
Do	Peter C. Hains	Keyes & Co.	744	868	200
Do	N. Vedder	J. B. Olcott & Son	744	868	200
Do	S. C. Lyford	Charles H. Earl	744	868	200

MEN EMPLOYED BY THE QUARTERMASTER'S DEPARTMENT. 13

A.—Statement of forage and straw issued to officers, &c.—Continued.

JANUARY, 1876—Continued.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Major.....	A. B. Carey.....	J. G. Matlock.....	744	868	200
Do.....	D. Bache.....	Marcey & Payne, (George-town.)	744	868	200
Do.....	T. J. Haines.....	Charles H. Earl.....	744	868	200
Do.....	N. B. Sweitzer.....	do.....	744	868	200
Do.....	J. W. Barriger.....	do.....	744	868	200
Do.....	Thomas M. Vincent.....	Keyes & Co.....	744	868	200
Do.....	R. D. Clarke.....	Wanstall & Son.....	744	868	200
Do.....	S. N. Benjamin.....	J. B. Olcott & Son.....	744	868	200
Do.....	L. H. Pelouze.....	R. Cruit, jr.....	744	868	200
Do.....	E. G. Beckwith.....	Charles H. Earl.....	744	868	200
Do.....	C. T. Larned.....	R. Cruit, jr.....	744	868	200
Do.....	Henry Goodfellow.....	J. B. Olcott & Son.....	744	868	200
Captain.....	George A. Otis.....	Charles H. Earl.....	744	868	200
Do.....	D. P. Heap.....	do.....	744	868	200
Do.....	J. J. Woodward.....	John T. Price.....	744	868	200
Do.....	John V. Furey.....	J. B. Olcott & Son.....	372	434	100
Do.....	James F. Gregory.....	Charles H. Earl.....	744	868	200
Do.....	A. F. Rockwell.....	Keyes & Co.....	744	868	200
Do.....	W. J. Twining.....	Charles H. Earl.....	744	868	200
Do.....	L. Cass Forsyth.....	R. Cruit, jr.....	744	868	200
Do.....	Elliott Coues.....	Washington Nailor.....	744	868	200
Do.....	C. E. Dutton.....	Lawrence Clark.....	744	868	200
Lieutenant.....	C. C. Morrison.....	R. Cruit, jr.....	744	868	200
Do.....	H. E. C. Dunwoody.....	A. Cowling.....	744	868	200
Do.....	W. L. Marshall.....	Keyes & Co.....	744	868	200
Do.....	F. V. Greene.....	Charles H. Earl.....	744	868	200
Do.....	C. W. Whipple.....	R. Cruit, jr.....	744	868	200
Do.....	D. J. Craigie.....	Farnham & Berry.....	744	868	200
Do.....	R. L. Hoxie.....	Keyes & Co.....	744	868	200
Acting asst. surgeon.....	S. J. Radcliffe.....	Washington Nailor.....	372	434	100
Total.....			34, 224	39, 928	9, 200

FEBRUARY, 1876.

Brigadier-general.....	G. R. Paul.....	R. Cruit, jr.....	1, 392	1, 624	400
Do.....	A. A. Humphreys.....	Charles H. Earl.....	1, 392	1, 624	400
Do.....	R. Macfeely.....	Wanstall & Son.....	696	812	200
Colonel.....	W. H. Emory.....	Charles H. Earl.....	696	812	200
Do.....	J. H. Baxter.....	Naylor & Son.....	696	812	200
Do.....	O. M. Poe.....	Keyes & Co.....	696	812	200
Do.....	R. B. Marcey.....	do.....	696	812	200
Do.....	C. H. Crane.....	Charles H. Earl.....	696	812	200
Lieutenant-colonel.....	W. H. Lewis.....	Keyes & Co.....	696	812	200
Do.....	T. L. Casey.....	R. Cruit, jr.....	696	812	200
Major.....	Henry C. Hodges.....	Leadingham & Co.....	696	812	200
Do.....	S. C. Lyford.....	Charles H. Earl.....	696	812	200
Do.....	D. Bache.....	Marcey & Payne, (George-town.)	696	812	200
Do.....	N. Vedder.....	J. B. Olcott & Son.....	696	812	200
Do.....	Peter C. Hains.....	Keyes & Co.....	696	812	200
Do.....	N. B. Sweitzer.....	Charles H. Earl.....	696	812	200
Do.....	George H. Elliot.....	J. B. Olcott & Son.....	696	812	200
Do.....	A. B. Carey.....	J. G. Matlock.....	696	812	200
Do.....	T. J. Haines.....	Charles H. Earl.....	696	812	200
Do.....	V. K. Hart.....	Farnham & Berry.....	696	812	200
Do.....	S. N. Benjamin.....	J. B. Olcott & Son.....	696	812	200
Do.....	R. D. Clarke.....	Wanstall & Son.....	696	812	200
Do.....	C. T. Larned.....	R. Cruit, jr.....	696	812	200
Do.....	L. H. Pelouze.....	do.....	696	812	200
Do.....	E. G. Beckwith.....	Charles H. Earl.....	696	812	200
Do.....	Henry Goodfellow.....	J. B. Olcott & Son.....	696	812	200
Do.....	Thomas M. Vincent.....	Keyes & Co.....	696	812	200
Captain.....	J. J. Woodward.....	John T. Price.....	696	812	200
Do.....	A. F. Rockwell.....	Keyes & Co.....	696	812	200
Do.....	L. Cass Forsyth.....	R. Cruit, jr.....	696	812	200
Do.....	George A. Otis.....	do.....	696	812	200
Do.....	James F. Gregory.....	Charles H. Earl.....	696	812	200
Do.....	John V. Furey.....	J. B. Olcott & Son.....	348	406	100
Do.....	W. J. Twining.....	Charles H. Earl.....	696	812	200
Do.....	Elliott Coues.....	Washington Nailor.....	696	812	200
Do.....	C. E. Dutton.....	Lawrence Clark.....	696	812	200
Lieutenant.....	F. V. Greene.....	Charles H. Earl.....	696	812	200
Do.....	C. C. Morrison.....	R. Cruit, jr.....	696	812	200
Do.....	W. L. Marshall.....	Keyes & Co.....	696	812	200

A.—Statement of forage and straw issued to officers, &c.—Continued.

FEBRUARY, 1876—Continued.

Rank.	Name of officer.	To whom delivered.	Oats.	Hay.	Straw.
			<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Lieutenant	D. J. Craigie	Keys & Co.	696	812	200
Do	R. L. Hoxie	do	696	812	200
Acting asst. surgeon ..	S. J. Radcliffe	Washington Nailor	348	406	100
Do	J. D. Barnes	R. Cruik, jr.	348	406	100
Major	J. W. Barriger	Charles H. Earl	696	812	200
Total			30, 972	36, 134	8, 900

WM. MYERS,
Major and Depot Quartermaster.

B.

Statement of the number of horses and mules for which forage was issued by Maj. William Myers, depot quartermaster at Washington, D. C., during the year 1875.

Months.	Officers' private horses.	Public horses. (12 Commissary Department.) (1 Ordnance Department.)
January, 1875	138	† † 3
February, 1875	140	† † 3
March, 1875	140	† † 3
April, 1875	137	† † 2
May, 1875	135	† † 2
June, 1875	130	† † 2
July, 1875	130	† † 2
August, 1875	132	† † 2
September, 1875	136	† † 2
October, 1875	139	† † 2
November, 1875	142	† † 2
December, 1875	150	† † 2

NOTE.—For the number of public horses and mules pertaining to the Quartermaster's Department at Washington, D. C., see annexed statement.

Statement of forage and straw issued to and consumed by the public animals under my direction at Washington, D. C., during the year 1875.

Period.			Number of animals.			Quantity.			
From—	To—	No. of days.	Horses.	Mules.	Total.	Oats.	Corn.	Hay.	Straw.
						<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Jan. 1	Jan. 31	31	30	16	46	13, 624	2, 000	19, 964	4, 600
Feb. 1	Feb. 28	28	30	16	46	12, 112	2, 000	18, 032	4, 600
Mar. 1	Mar. 31	31	30	16	46	13, 624	2, 000	19, 964	4, 600
Apr. 1	Apr. 30	30	30	16	46	11, 340	1, 500	16, 560	4, 600
May 1	May 31	31	30	16	46	13, 268		17, 112	4, 600
June 1	June 17	17	30	16	46	7, 276		9, 384	2, 606
June 18	June 18	1	38	16	54	508		648	180
June 19	June 21	3	38	20	58	1, 620		2, 088	580
June 22	June 27	6	30	20	50	2, 760		3, 600	1, 000
June 28	June 30	3	32	20	52	1, 440		1, 872	520
July 1	July 16	16	34	20	54	7, 698	302	10, 368	2, 880
July 17	July 31	15	34	16	50	7, 020		9, 000	2, 333
Aug. 1	Aug. 31	31	34	16	50	13, 208	1, 300	18, 600	5, 000
Sept. 1	Sept. 14	14	34	16	50	6, 728	1, 000	9, 800	2, 333
Sept. 15	Sept. 30	16	36	16	52	9, 216		11, 648	2, 773
Oct. 1	Oct. 31	31	36	16	52	16, 656	1, 200	22, 568	5, 200
Nov. 1	Nov. 30	30	36	16	52	14, 280	3, 000	21, 840	5, 200
Dec. 1	Dec. 31	31	37	16	53	13, 228	5, 000	23, 002	5, 300
Total						165, 606	19, 302	236, 050	58, 905

I certify, on honor, that the above statement is correct; that the forage and straw were issued to the public animals as stated, and that the issues were necessary.

WM. MYERS,
Quartermaster, U. S. A.

C.—Report of men employed by order of the Quartermaster-General United States Army, under the direction of Maj. William Myers, depot quartermaster at Washington, D. C., during the year ending December 31, 1875.

Name.	Occupation.	Service during the year.			Rate of pay.		Total amount.	How employed.	Remarks.
		From—	To—	Months.	Days.	Dollars.	Day or month.		
W. S. Yeatman.....	Clerk	Jan. 1	Dec. 31	12		\$150 00	Month	Disbursing-clerk in office of depot quartermaster.....	Discharged March 31, 1875.
W. H. Freudenthal.....	do	Jan. 1	Dec. 31	12	.....	150 00	do ..	Auditing and preparing for settlement accounts for transportation of troops and military supplies, and issuing orders for transportation of officers, soldiers, &c., traveling on public business.	
James McKenna.....	do	Jan. 1	Dec. 31	12	.....	150 00	do ..	Making reports, pay-rolls, and accounts for miscellaneous disbursements.	
Edward S. Miller	do	Jan. 1	Dec. 31	12	.....	150 00	do ..	Corresponding-clerk, in charge of property-accounts prior to February 28, 1875.	
William H. Megquier.....	do	Jan. 1	Mar. 31	3	.....	150 00	do ..	In charge of claims referred to depot quartermaster for investigation and report.	
John Brannan	do	Jan. 1	Dec. 31	12	.....	125 00	do ..	In charge of quartermaster's store-house and as copyist.	
John H. Hood.....	do	Jan. 1	Dec. 31	12	.....	125 00	do ..	Making monthly abstracts of disbursements, writing up cash-book, and numbering, indorsing, and completing vouchers paid by depot quartermaster.	
John L. Hawkins	do	Jan. 1	Dec. 31	12	.....	125 00	do ..	Receiving and shipping military supplies.....	
W. H. Shirley	do	Mar. 8	Dec. 31	9	23	100 00	do ..	Briefing, recording, and indexing letters received....	
N. A. Thompson	do	Nov. 1	Dec. 31	2	.....	100 00	do ..	Transcribing and indexing letters sent, and copying miscellaneous records.	
E. G. Curtis	Agent	Jan. 1	Dec. 31	12	.....	150 00	do ..	Employed as general superintendent at depot.....	
Michael Walsh	Messenger	Jan. 1	Jan. 31	1	.....	60 00	} do ..	Messenger at depot quartermaster's office, laborer at public stables, and night-watchman at building occupied by Quartermaster's Department, corner of Fifteenth street and Pennsylvania avenue.	
	Laborer	Feb. 1	Sept. 30	8	.....	35 00			
	Watchman.....	Oct. 1	Dec. 31	3	.....	60 00			
Thomas McCabe.....	Messenger	Jan. 1	Dec. 31	12	.....	60 00	do ..	Messenger in office of depot quartermaster.....	
J. W. Laurenson	Laborer	Jan. 1	Jan. 31	1	.....	35 00	} do ..	do	
	Messenger	Feb. 1	Dec. 31	11	.....	60 00			
	Superintendent ..	Jan. 1	Dec. 31	12	.....	125 00	do ..	Superintending the receiving and forwarding of quartermaster's blanks, record-books, &c., required by officers of the Quartermaster's Department on duty at the various military posts throughout the country.	
J. McHenry	Watchman.....	Jan. 1	Dec. 31	12	.....	35 00	do ..	Night-watchman at office of depot quartermaster and at public stables corner of Nineteenth and G streets, northwest.	
M. Hagan.....	do	July 1	Dec. 31	6	.....	35 00	do ..	do	
								210 00	

C.—Report of men employed by order of the Quartermaster-General United States Army, &c., during the year ending December 31, 1875—Continued.

Name.	Occupation.	Service during the year.			Rate of pay.		Total amount.	How employed.	Remarks.
		From—	To—	Months.	Days.	Dollars.	Day or month.		
George Edwards.....	Laborer.....	Jan. 1	Dec. 31	12	.....	35 00	Month	420 00	At work in stables and in general laboring work about yard and in office of depot quartermaster.
Isaac Young.....	Teamster.....	Jan. 1	Aug. 31	8	.....	35 00	do	480 00	At work in stables and driving team.....
H. C. Seville.....	Laborer.....	Sept. 1	Dec. 31	4	.....	50 00	do	420 00	Doing general work about depot quartermaster's office.
L. Gordon.....	do.....	Jan. 1	Dec. 31	12	.....	35 00	do	420 00	At work in stables taking care of horses and mules, and in general laboring-work about yard.
Pat Quade.....	do.....	Jan. 14	Sept. 21	8	8	35 00	do	289 33	At work in stables taking care of horses and mules.
John Wasson.....	Teamster.....	Jan. 1	Dec. 31	12	.....	35 00	do	420 00	Driving public team.....
James Fitzgerald.....	do.....	Sept. 9	Dec. 31	3	22	40 00	do	149 33	do.....
Peter Boyle.....	Laborer.....	Sept. 7	Dec. 31	3	24	35 00	do	133 00	Doing general work about stables, unloading and loading public wagons, &c.
David McCauley.....	Blacksmith.....	Jan. 1	Dec. 31	12	.....	70 00	do	840 00	Shoeing public animals in service at depot and private horses of officers stationed on duty in this city.
Thomas E. Clark.....	do.....	Jan. 1	Dec. 31	12	.....	70 00	do	840 00	do.....
Jacob Coddington.....	Carpenter.....	Jan. 1	Dec. 31	12	.....	70 00	do	840 00	Doing general carpenter-work at depot, making repairs at buildings occupied by United States, and making boxes for shipment of quartermaster's blanks, books, &c.
Nehemiah Hill.....	do.....	Jan. 1	Dec. 31	12	.....	70 00	do	840 00	do.....
R. L. Fowler.....	do.....	Aug. 2	Dec. 31	4	29	70 00	do	347 67	Making general repairs at depot and manufacturing packing-boxes, &c., for shipment of blanks, &c.
Edward Dillon.....	do.....	Aug. 18	Dec. 31	4	13	70 00	do	310 33	Receiving and inspecting forage purchased by the Quartermaster's Department for issue to public and private animals.
Thomas Blakely.....	Forage-inspector.....	Jan. 1	Dec. 31	12	.....	85 00	do	1,020 00	In charge of Government corral, corner of Fourteenth and C streets, southwest.
James Cooney.....	Wagon-master.....	Jan. 1	Dec. 31	12	.....	85 00	do	1,020 00	Driving public teams at depot in connection with the receiving and shipping of military supplies.
Gates Dixon.....	Teamster.....	Jan. 1	Dec. 31	12	.....	35 00	do	420 00	do.....
Denn's Harrigan.....	do.....	Jan. 1	Dec. 31	12	.....	35 00	do	420 00	do.....
John Whalen.....	do.....	Jan. 1	Dec. 31	12	.....	35 00	do	420 00	do.....
Henry Mason.....	do.....	Jan. 1	Dec. 31	12	.....	35 00	do	420 00	do.....
John Mahoney.....	do.....	Aug. 2	Oct. 22	2	21	35 00	do	94 50	do.....
Jos. McGraw.....	do.....	Aug. 14	Sept. 14	1	1	35 00	do	36 17	do.....

Discharged Oct. 22, 1875.

Discharged Sept. 14, 1875.

Name	Rank	Duty Station	Date of Appointment	Date of Discharge	Pay	Allowance	Total	Remarks
Joseph Bushman	Foreman	In charge of laborers and public animals in use at depot, and private horses of officers on duty in this city.	Jan. 1	June 30	75 00	85 00	1, 005 00	
Hugh McNally	Vet'y surgeon	Doing general work about Government corral, loading and unloading stores received and for shipment.	July 1	Sept. 30	85 00	100 00	166 83	
Daniel King	Laborer	At work in stables and in general laboring work at Government corral.	Oct. 1	Dec. 31	35 00	35 00	420 00	
Joseph Mack	do	Doing general work about corral, loading and unloading stores.	Aug. 4	Dec. 31	35 00	35 00	420 00	
James Norman	do	Doing general laboring work at depot.	Jan. 1	Dec. 31	35 00	35 00	420 00	
James Buckley	do	Taking care of public animals at Government corral and doing general laboring work.	Jan. 1	Dec. 31	35 00	35 00	420 00	
Thomas Moore	do	Doing general laboring work at depot, loading and unloading stores received and for shipment.	Jan. 1	Dec. 31	35 00	35 00	420 00	
Andrew Mills	do	Doing general laboring work at Government stables.	Jan. 1	June 30	35 00	35 00	210 00	
Timothy Ryan	do	Doing general laboring work and taking care of public animals.	Jan. 1	Apr. 5	35 00	35 00	110 83	Discharged June 30, 1875.
Robert Granger	do	At work in stables and doing laboring work generally.	Jan. 1	Dec. 31	35 00	35 00	420 00	Discharged Apr. 5, 1875.
Cornelius Morgan	do	do	Jan. 12	Dec. 31	35 00	35 00	407 17	
Thornton Catlett	do	Cooking for quartermaster's employes at Government corral.	Mar. 1	Dec. 31	30 00	30 00	300 00	
Patrick Kelliher	do	Doing general laboring work at depot.	Apr. 20	Sept. 20	35 00	35 00	186 67	Discharged Sept. 20, 1875.
A. Hughes	do	do	July 1	July 31	35 00	35 00	35 00	Discharged July 31, 1875.
P. C. Kelly	do	do	Aug. 6	Oct. 31	35 00	35 00	99 17	Discharged Oct. 31, 1875.
Fred. Stepf.	do	Taking care of public animals and in general laboring work at depot.	Aug. 3	Dec. 31	35 00	35 00	172 67	
William D. Buckley	do	Doing general work at Government corral.	Sept. 20	Dec. 31	35 00	35 00	117 83	
Henry O. Hagan	do	Doing general laboring work at Government stables.	Oct. 1	Dec. 31	35 00	35 00	105 00	
Thomas O. Brien	do	do	Oct. 1	Dec. 31	35 00	35 00	105 00	
O. M. Patterson	do	Doing general laboring work at depot, taking care of public animals, loading and unloading wagons.	Oct. 8	Dec. 31	35 00	35 00	96 83	
Dennis Reilly	do	At work in Government stables and doing laboring work generally.	Oct. 25	Dec. 31	35 00	35 00	77 00	
Michael Reardon	do	Taking care of public animals and doing laboring work about corral.	Oct. 14	Dec. 31	35 00	35 00	89 83	
Michael Douling	do	Taking care of animals and doing general laboring work about corral.	Nov. 1	Dec. 31	50 00	50 00	100 00	
John Ring	do	Doing general laboring work about Government corral.	Dec. 1	Dec. 31	35 00	35 00	35 00	
John Rider	Watchman	Guarding quartermaster's property and taking care of public stores at night.	Jan. 1	Dec. 31	35 00	35 00	420 00	
George L. Bean	do	do	Jan. 1	Dec. 31	35 00	35 00	420 00	
Thomas McNamara	do	do	Jan. 1	Jan. 6	35 00	35 00	7 00	Discharged Jan. 6, 1875.
Jacob Harris	do	do	Jan. 1	Dec. 31	35 00	35 00	420 00	
John Devine	Hostler	Taking care of animals at public stables.	June 1	Aug. 15	35 00	35 00	87 50	Discharged Aug. 15, 1875.
W. Redmond	do	do	Dec. 1	Dec. 31	54 00	54 00	54 00	

C.—Report of men employed by order of the Quartermaster-General, United States Army, &c., during the year ending December 31, 1875—Continued.

Name.	Occupation.	Service during the year.			Rate of pay.		Total amount.	How employed.	Remarks.
		From—	To—	Months.	Days.	Dollars.	Day or month.		
Madison Sallude	Agent	Jan. 1 Apr. 1	Mar. 31 Dec. 31	3 9	.....	130 00 } 150 00 }	Month	Employed, by order of the Quartermaster-General, United States Army, to investigate and report upon claims against the Quartermaster's Department presented for settlement under the act of July 4, 1864.	
John H. Strader	do	Jan. 1	Feb. 28	2	.....	125 00	do	do	Discharged Feb. 28, 1875.
J. L. McGee	do	Jan. 4	Nov. 30	10	27	125 00	do	do	Transferred to chief quartermaster Department of the South.
William Hart	do	Jan. 4	Jan. 31	.....	27	100 00 }	do	do	
Do	Clerk *	Feb. 1	Feb. 28	1	.....	125 00 }	do	do	
Nathan Hilborn	Agent	Mar. 1	Dec. 31	10	.....	125 00 }	do	do	
		Feb. 1	Oct. 31	9	.....	125 00	do	do	Discharged Oct. 31, 1875.
R. F. Radebaugh	do	Feb. 1	Oct. 31	9	.....	125 00 }	do	do	
M. Delany	do	Nov. 1	Dec. 31	2	.....	150 00 }	do	do	
		Feb. 1	Nov. 30	10	.....	125 00	do	do	Transferred to chief quartermaster Department of the Missouri.
F. H. Hill	do	Mar. 1	Dec. 31	10	.....	125 00	do	do	
F. O. Wyse	do	Oct. 15	Dec. 31	2	16	150 00	do	do	
S. F. Gibson	do	Oct. 15	Oct. 31	.....	16	150 00	do	do	Discharged Oct. 31, 1875.
George T. Castle	do	Oct. 15	Nov. 30	1	16	125 00	do	do	Transferred to chief quartermaster Department of the Missouri.
A. S. Nesmith	do	Oct. 19	Nov. 30	1	12	125 00	do	do	Transferred to chief quartermaster Department of the South.
R. F. Hunter	do	Nov. 5	Dec. 31	1	26	125 00	do	do	
David Edes	do	Nov. 9	Dec. 31	1	22	125 00	do	do	
A. B. Burr	do	Nov. 20	Dec. 31	1	11	125 00	do	do	
G. F. Otis	do	Nov. 1	Dec. 31	2	.....	150 00	do	do	
W. D. Wheeler	do	Dec. 1	Dec. 31	1	.....	125 00	do	do	

MEN EMPLOYED BY THE QUARTERMASTER'S DEPARTMENT. 19

H. Sieberg.	Clerk	July 1	Dec. 31	6		150 00	do	900 00	Employed, by order of the Quartermaster-General, examining and making briefs of claims against the Quartermaster's Department presented for settlement under act of July 4, 1864.
J. S. Stephens	do	Aug. 2	Oct. 31	2	29	125 00	do	670 00	do
A. D. F. Farley	do	Nov. 1	Dec. 31	2	24	150 00	do	270 00	do
		Oct. 7	Nov. 30	1		150 00	do		Transferred to General Bingham, deputy quartermaster-general.
J. H. Wall	do	Jan. 1	Dec. 31	12		150 00	do	1,800 00	do
D. B. Stocking	do	Nov. 1	Dec. 31	2		125 00	do	250 00	do
John F. Dobbryn	do	Jan. 1	Oct. 31	10		100 00	do	1,250 00	do
		Nov. 1	Dec. 31	2		125 00	do		do
F. Frank Nye	do	Jan. 1	Oct. 31	10		133 33	do	1,633 33	do
		Nov. 1	Dec. 31	2		150 00	do		do
F. S. Altemus	do	Jan. 1	Oct. 31	10		133 33	do	1,541 64	do
		Nov. 1	Dec. 31	1	20	125 00	do		do
Charles Newell	do	July 15	Dec. 31	5	16	140 00	do	774 67	do
J. T. Winter	do	Jan. 1	Dec. 31	12		116 66	do	1,399 92	do
W. H. Womersly	do	Jan. 1	Dec. 31	12		116 66	do	1,399 92	do
L. A. Miller	do	Jan. 1	Dec. 31	12		116 66	do	1,399 92	do
H. Borbeck	do	Jan. 1	Dec. 31	12		116 66	do	1,399 92	do
W. E. Blackford	do	Jan. 1	Dec. 31	12		116 66	do	1,399 92	do
A. Fairley	do	Jan. 1	Dec. 10	11	10	116 66	do	1,315 55	do
									Transferred to chief quartermaster Department of the South.
F. M. Schriner	do	Jan. 1	Dec. 31	12		100 00	do	1,200 00	do
F. W. Fisher	do	Jan. 1	Dec. 31	12		100 00	do	1,200 00	do
A. D. Hagans	do	Jan. 1	Dec. 31	12		100 00	do	1,200 00	do
Charles King	do	Jan. 1	Dec. 31	12		100 00	do	1,200 00	do
E. M. Taber	do	Jan. 1	Dec. 31	12		100 00	do	1,200 00	do
		Aug. 18	Sept. 30	1	13	60 00	do	386 00	do
R. M. Dement	do	Oct. 1	Dec. 31	3		100 00	do	150 00	do
H. S. Benson	do	Nov. 11	Dec. 31	1	20	75 00	do	720 00	do
A. H. Scott	Messenger	Jan. 1	Dec. 31	12		60 00	do		Employed as messenger in brief-room, depot quartermaster's office.
E. P. Haviland	do	Jan. 1	Dec. 31	12		60 00	do	720 00	do
U. C. Briscoe	Laborer	Oct. 16	Dec. 31	2	15	60 00	do	150 00	Laborer in brief-room, depot quartermaster's office.
M. S. Byrne	Janitor	June 1	Dec. 31	7		85 00	do	595 00	Janitor of building occupied as offices by Quartermaster's Department.
									{ Temporarily employed as watchman (by order of the Quartermaster-General) at building occupied by Quartermaster's Department, corner of Fifteenth street and Pennsylvania avenue.
A. Gruber	Watchman	Aug. 25	Sept. 15		19	1 50	Day	240 50	do
		Sept. 16	Dec. 21		106	2 00	Day		do
Louis Fouget	do	Nov. 1	Dec. 7		7	35 00	Month	89 17	do
		Dec. 8	Dec. 31		23	60 00	Month		do
Thomas O'Brien	do	Aug. 28	Sept. 15		19	1 50	Day	56 50	do
		Sept. 16	Sept. 30		14	2 00	Day		do

* In charge of property-accounts in depot quartermaster's office since March 1, 1875.

C.—Report of men employed by order of the Quartermaster-General, United States Army, &c., during the year ending December 31, 1875—Continued.

Name.	Occupation.	Service during the year.			Rate of pay.		Total amount.	How employed.	Remarks.
		From—	To—	Months.	Days.	Dollars.	Day or month.		
John McCabe.....	Watchman {	Aug. 29	Sept. 15	....	17	1 50 {	Day...	\$239 50	{ Temporarily employed as watchman (by order of the Quartermaster-General) at building occupied by Quartermaster's Department, corner of Fifteenth street and Pennsylvania avenue.
W. H. Garrett	do	Sept. 16	Dec. 31	....	107	2 00 }	Day...	180 00	
James McDermott.....	do	Oct. 1	Dec. 31	3	....	60 00	Month	148 00	{ Temporarily employed (by order of the Quartermaster-General) as night and day watchman at building lately occupied as offices of Quartermaster-General prior to same being turned over to owner.
	do	Sept. 1	Nov. 12	....	74	2 00	Day...		
J. J. Gallagher	do	Sept. 1	Sept. 15	....	15	1 50 {	do	138 50	Do.
	do	Sept. 16	Nov. 12	....	58	2 00 }	do		Do.
John Walsh	do	Sept. 1	Sept. 15	....	6	1 50 {	do	124 00	Do.
	do	Sept. 16	Nov. 12	....	57½	2 00 }	do		Discharged Nov. 30, 1875.
B. Garvey	do	Sept. 1	Nov. 30	....	91	2 00	do	182 00	Do.
Henry Connor	do	Sept. 1	Nov. 30	....	91	2 00	do	182 00	{ Messenger in office of retiring board. Employed by order of the Quartermaster-General.
H. Richardson	Messenger	Oct. 14	Dec. 31	2	17	60 00	Month	154 00	
Henry Wingate.....	Builder	June 19	Dec. 31	6	12	150 00	do	960 00	Superintending construction of buildings at Fort Monroe, Va. Employed by order of Quartermaster-General.
M. C. Flannery.....	Master-mason...	May 1	Oct. 31	....	64	5 00	Day...	320 00	Repairing walls, &c., at Arlington, Soldiers' Home, Battle, and Alexandria National Cemeteries.
David Hickey	Mason	Sept. 1	Sept. 30	....	17	3 50	do	59 50	do
Gustav Reinecker	Gardener	Jan. 1	Dec. 31	12	....	60 00	Month	720 00	In charge of greenhouse, shrubs and flowers at Alexandria National Cemetery, Virginia. Work authorized by Quartermaster-General, United States Army.
O. M. Patterson	Laborer	May 1	Oct. 7	....	{ 82	1 50 {	Day ..	203 00	{ Doing general laboring work at Alexandria National Cemetery, Virginia. Work authorized by Quartermaster-General, United States Army.
	do	Apr. 1	May 10	....	{ 64	1 25 }	do ..		
John Harris	Gardener	Jan. 1	Sept. 30	9	40	1 50	Month	60 00	{ In charge of greenhouse, shrubs, roses, trees, &c., at Soldiers' Home National Cemetery, District of Columbia. Work authorized by Quartermaster-General, United States Army.
John W. Langdale.....	do	Jan. 1	Sept. 30	9	....	50 00	Month	450 00	
James Kelly.....	Laborer	Apr. 1	Dec. 31	....	{ 153	1 50 {	Day ..	382 00	{ Doing general laboring work at Soldiers' Home National Cemetery, District of Columbia. Work authorized by Quartermaster-General, United States Army.
	do				{ 192	1 25 }	Day ..		

Edwin Kelly	do	Oct. 1	Oct. 10	10	1 25	do	12 00	Do.
Edward S. Bush	do	Apr. 7	Aug. 10	{ 113 10 }	{ 1 50 1 25 }	do	182 00	Do.
John U. Stewart	do	Jan. 1	Sept. 18	{ 199 45 }	{ 1 50 1 25 }	do	354 75	Do.
Samuel Jackson	Watchman	Jan. 1	Dec. 31	12	10 00	Month	120 00	Discharged.
Peter Simpson	Laborer	Mar. 18	May 15	45½	1 00	Day	45 50	Do.
James Asher	do	Mar. 14	Apr. 20	27	1 00	do	27 00	Do.
Minor May	do	Jan. 1	Feb. 19	52	1 00	do	52 00	Do.
David Alexander	do	July 28	July 31	4	1 00	do	4 00	Do.
John Tyler	do	Feb. 20	Dec. 31	314	1 00	do	314 00	Discharged.
W. T. Mitchell	do	Apr. 21	May 31	38	1 00	do	38 00	Do.
Duff Jones	do	Aug. 1	Sept. 5	10	1 00	do	10 00	Do.
D. Rhodes	Gardener	Jan. 1	Dec. 31	{ 10 2 }	{ 72 00 90 00 }	Month	900 00	Do.
T. Cassidy	Laborer	Jan. 1	Dec. 31	234	1 50	Day	351 00	Do.
E. Hildebrand	do	Jan. 1	Dec. 31	364	1 50	do	546 00	Discharged.
E. Green	do	Jan. 1	Dec. 31	364	1 50	do	546 00	Do.
P. Syphax	do	Jan. 1	Oct. 20	254	1 50	do	381 00	Discharged.
R. Delany	do	Jan. 1	Feb. 28	42	1 50	do	63 00	Do.
G. Skinner	do	Jan. 1	Dec. 31	355	1 50	do	532 50	Discharged.
A. Sullivan	do	Apr. 1	Oct. 20	150	1 25	do	187 50	Do.
James Marcy	do	Apr. 1	Oct. 20	158	1 25	do	197 50	Do.
C. Paine	do	Apr. 1	Oct. 20	155	1 25	do	193 75	Do.
E. Thompson	do	Apr. 1	Nov. 30	224	1 25	do	280 00	Do.
T. Gray	do	Apr. 1	Oct. 20	157	1 25	do	196 25	Do.
P. Johnson	do	Apr. 1	Oct. 20	157	1 25	do	196 25	Do.
A. Harrison	do	Apr. 1	Oct. 20	152½	1 25	do	190 62	Do.
I. Cruso	do	May 1	June 30	48	1 25	do	60 00	Do.
E. Minick	do	Sept. 1	Dec. 31	114	1 25	do	142 50	Discharged.
B. Taylor	do	Oct. 1	Oct. 20	16	1 25	do	20 00	Do.
William Bonnor	do	Oct. 1	Oct. 20	16	1 25	do	20 00	Do.
J. Bradley	Foreman	Apr. 28	Nov. 3	6	80 00	Month	496 00	Do.
D. Slattery	Laborer	Apr. 22	June 5	34	1 25	Day	42 50	Do.
R. Marcy	do	Apr. 22	Oct. 20	131	1 25	do	163 75	Do.
G. Fisher	do	Apr. 22	May 17	20	1 25	do	25 00	Do.
F. Mattingly	do	Apr. 22	Oct. 20	156	1 25	do	195 00	Do.
M. Hogan	do	Apr. 22	May 31	27	1 25	do	33 75	Do.

Do.

Do.

Do.

Discharged.

Do.

Do.

Do.

Discharged.

Do.

Discharged.

Do.

Discharged.

Do.

Do.

Do.

Do.

Do.

Do.

Do.

Discharged.

Do.

Do.

Do.

Do.

Do.

Do.

Do.

C.—Report of men employed by order of the Quartermaster-General, United States Army, &c., during the year ending December 31, 1875—Continued.

Name.	Occupation.	Service during the year.				Rate of pay.		Total amount.	How employed.	Remarks.
		From—	To—	Months.	Days.	Dollars.	Day or month.			
P. O'Donoghoe	Laborer	Apr. 22	May 13	....	18	1 25	Day ...	\$22 50	Employed in opening new roads through the Arlington National Cemetery, Virginia. The work was authorized by the Quartermaster-General, United States Army.	Discharged.
D. O'Donoghoe	do	Apr. 22	June 5	....	34	1 25	do ...	42 52	do	Do.
William Smith	do	Apr. 22	July 31	....	82½	1 25	do ...	103 12	do	Do.
William Plummer	do	Apr. 22	July 31	....	74½	1 25	do ...	93 12	do	Do.
P. Garcier	do	Apr. 22	June 30	....	52½	1 25	do ...	65 62	do	Do.
F. Lee	do	Apr. 22	June 30	....	52½	1 25	do ...	65 62	do	Do.
R. Wells	do	Apr. 22	June 30	....	67	1 25	do ...	83 75	do	Do.
J. Dade	do	Apr. 22	July 31	....	79½	1 25	do ...	99 37	do	Do.
Michael McCormick	do	May 1	Oct. 20	....	137½	1 25	do ...	171 87	do	Do.
W. L. Perkins	do	May 1	Oct. 20	....	140½	1 25	do ...	175 31	do	Do.
Albert Turner	do	May 1	July 31	....	67½	1 25	do ...	84 37	do	Do.
Michael Weedon	do	May 1	July 31	....	67½	1 25	do ...	84 37	do	Do.
Albert Mason	do	May 1	Oct. 20	....	119½	1 25	do ...	149 37	do	Do.
A. Perrin	do	May 1	Oct. 20	....	120	1 25	do ...	150 00	do	Do.
Robert Burnett	do	May 1	June 30	....	35½	1 25	do ...	44 37	do	Do.
Michael McDonald	do	May 25	May 31	....	2	1 25	do ...	2 50	do	Do.
Henry Green	do	May 25	July 31	....	47½	1 25	do ...	59 37	do	Do.
George Fagin	do	June 1	July 31	....	40½	1 25	do ...	50 62	do	Do.
T. Carter	do	June 1	July 31	....	40½	1 25	do ...	50 62	do	Do.
U. Mason	do	June 1	July 31	....	25	1 25	do ...	31 25	do	Do.
Sandy Jones	do	June 1	June 30	....	17½	1 25	do ...	21 87	do	Do.
S. Jackson	do	June 1	July 31	....	39½	1 25	do ...	49 37	do	Do.
Sandy Richardson	do	June 1	July 31	....	36	1 25	do ...	45 00	do	Do.
John McCabe	do	June 1	June 30	....	12	1 25	do ...	15 00	do	Do.
A. Bowman	do	June 1	July 31	....	24	1 25	do ...	30 00	do	Do.
Daniel McCauley	do	June 1	July 31	....	28	1 25	do ...	35 00	do	Do.
C. Bryant	do	July 1	July 31	....	17	1 25	do ...	21 25	do	Do.
William Branson	do	July 10	July 11	....	2	1 25	do ...	2 50	do	Do.
John Hughes	do	Sept. 1	Oct. 31	....	40	2 00 } 3 00 }	do ...	120 00	Temporarily employed, by order of the Quartermaster-General, in moving office-furniture, records, coal, &c., from the old to the new Quartermaster-General's Office.	Discharged.
E. J. Collins	Foreman	Sept. 1	Oct. 31	....	13½	1 50	do ...	60 00	do	Do.
John Eagan	Laborer	Sept. 1	Oct. 15	....	40	1 50	do ...	61 50	do	Do.
Daniel Liston	do	Sept. 1	Oct. 15	....	41	1 50	do ...	57 00	do	Do.
Richard Mathews	do	Sept. 1	Oct. 15	....	38	1 50	do ...	55 50	do	Do.
James Develin	do	Sept. 1	Oct. 15	....	37	1 50	do ...	37 50	do	Do.
F. Taylor	do	Sept. 17	Oct. 15	....	25	1 50	do ...		do	Do.

J. D. Elliot	do	Sept. 30	8	1 50	do	12 00	do	Do.
Daniel Lyons	do	Sept. 27	19	1 50	do	28 50	do	Do.
James Rawlins	do	Sept. 3	1	1 50	do	1 50	do	Do.
Charles Garcie	do	Sept. 9	9	1 50	do	13 50	do	Do.
Philip Hutchison	do	Sept. 2	2	1 50	do	3 00	do	Do.
R. M. Vanneman	do	Sept. 2	2	1 50	do	3 00	do	Do.
James Gules	do	Sept. 8	4	1 50	do	6 00	do	Do.
John Page	do	Sept. 9	1½	1 50	do	2 25	do	Do.
Allen McKinney	do	Sept. 9	1½	1 50	do	2 25	do	Do.
A. Jackson	do	Sept. 23	4	1 50	do	6 00	do	Do.
J. Webster	do	Sept. 23	4	1 50	do	6 00	do	Do.
John Jennings	do	Sept. 23	11½	1 50	do	17 25	do	Do.
T. Gibson	do	Sept. 23	3½	1 50	do	5 25	do	Do.
William Paine	do	Sept. 22	10½	1 50	do	16 12	do	Do.
James Bowman	do	Sept. 22	1½	1 50	do	1 87	do	Do.
P. Lee	do	Sept. 22	3½	1 50	do	5 25	do	Do.
T. Wood	do	Sept. 23	3	1 50	do	4 50	do	Do.
John Ross	do	Sept. 23	17	1 50	do	25 50	do	Do.
Joseph McKinney	do	Sept. 23	17	1 50	do	25 50	do	Do.
H. Ray	do	Sept. 22	1	1 50	do	1 50	do	Do.
Moses Price	do	Sept. 23	3	1 50	do	4 50	do	Do.
Charles Cross	do	Sept. 23	3	1 50	do	4 50	do	Do.
Joshua Brown	do	Sept. 23	2½	1 50	do	3 75	do	Do.
William Crosby	do	Sept. 23	2½	1 50	do	3 75	do	Do.
G. Taylor	do	Sept. 23	2	1 50	do	3 00	do	Do.
William Smith	do	Sept. 23	2	1 50	do	3 00	do	Do.
R. Hutchison	do	Sept. 23	2	1 50	do	3 00	do	Do.
R. Bonner	do	Sept. 23	2	1 50	do	3 00	do	Do.
Levi Johnson	do	Sept. 11	7½	1 50	do	11 25	do	Do.
Charles H. Johnson	do	Sept. 11	6½	1 50	do	10 12	do	Do.
George Greenlee	do	Sept. 12	12	1 50	do	18 00	do	Do.
B. H. Holmes	do	Sept. 12	12	1 50	do	18 00	do	Do.
Thomas Bowman	do	Sept. 9	9	1 50	do	13 50	do	Do.
Alex. Anderson	do	Sept. 14	13½	1 50	do	20 25	do	Do.
William Belt	do	Sept. 15	15	1 50	do	22 50	do	Do.
Jos. D. Elbert	do	Sept. 10	9½	1 50	do	14 25	do	Do.
Michael Delehanty	do	Sept. 16	15	1 50	do	22 50	do	Do.
J. Thropp	do	Sept. 22	15	1 50	do	22 50	do	Do.
Thomas Phelps	do	Sept. 15	11	1 50	do	16 50	do	Do.
Thomas Corcoran	do	Sept. 8	7	1 50	do	10 50	do	Do.
John Ford	do	July 29	9	1 50	do	13 50	Putting away coal at Adjutant and Quartermaster Generals' Offices.	Do.
K. Barrit	do	July 29	9	1 50	do	13 50	do	Do.
A. Anderson	do	July 29	7	1 50	do	10 50	do	Do.
B. Coghill	do	July 29	6½	1 50	do	9 75	do	Do.
Samuel Turner	do	July 3	1	1 50	do	1 50	do	Do.
Thomas S. Reese	Clerk	Dec. 1	.....	150 00	Month	150 00	Employed in office of Col. Stewart Van Vliet, assist. Q. M. General, U. S. A., on duty in this city.	Do.
C. Shaw	Laborer, porter, and messenger.	Dec. 1	.....	60 00	do	60 00	do	Do.

WM. MYERS, Major and Quartermaster, U. S. A., Depot Quartermaster.

O

WASHINGTON, D. C., March 27, 1876.

PAWNEE INDIANS.

M E S S A G E

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of the Interior in reference to the necessities of the Pawnee Indians.

APRIL 4, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the House of Representatives :

I have the honor to transmit herewith for your information a communication from the Secretary of the Interior, of this date, upon the urgent necessities of the Pawnee Indians.

This tribe has recently been removed to the Indian Territory, and is without means of subsistence except as supplied by the Government. Its members have evinced a disposition to become self-supporting, and it is believed that only temporary aid will be required by them. The sums advanced by the United States for this purpose it is expected will be refunded from the proceeds of the sale of the Pawnee reservation in Nebraska.

The present destitute condition of these Indians would seem to call for immediate relief, and I recommend the subject to your early and favorable consideration.

U. S. GRANT.

EXECUTIVE MANSION, April 3, 1876.

DEPARTMENT OF THE INTERIOR,
Washington, April 3, 1876.

SIR: I have the honor to lay before you a copy of a communication this day received from the Commissioner of Indian Affairs in relation to the condition and necessities of the Pawnee Indians, in the Indian Territory, and the imperative necessity which exists for their immediate relief.

Communications (three in number) in relation to these Indians, urging

legislation on their behalf, were transmitted to both Houses of Congress on the 17th January and 17th and 25th February last, respectively, but, as yet, I am not informed of any action taken by either body.

The telegrams, (copies herewith,) three in number, two from the agent of the Pawnees (Wm. Burgess) and one from Hon. Wm. C. Master, mayor of Coffeyville, seem to demand speedy action on the part of the Government, and I fully concur with the Commissioner in the views expressed by him.

The communications hereinbefore referred to as having been addressed to Congress contemplated the appropriation of \$300,000 to provide for the present necessities of the Indians in question, and presented a draught for proposed legislation looking to the sale of their reserve in Kansas and a re-imbursement to the Government, from the funds realized thereby, of all advances made for their relief.

Owing to the pressing exigencies of the case, the Commissioner recommends that the bill, already transmitted, be amended so as to provide for an immediate expenditure of \$20,000 for the purchase of supplies in open market to meet the immediate necessities of these Indians.

The inclosed pamphlet, showing the history of these Indians for the past two years, and the action taken by the Department on their behalf, has already been laid before Congress, and the subject is respectfully submitted, with the recommendation that it be laid before that body, and that the urgency of the case be again brought to its notice.

I have the honor to be, very respectfully, your obedient servant,

Z. CHANDLER,

Secretary.

The PRESIDENT.

DEPARTMENT OF THE INTERIOR,

OFFICE OF INDIAN AFFAIRS,

Washington, D. C., April 3, 1876.

SIR: On the 15th of January last I transmitted with a report a copy of a pamphlet containing certain correspondence of my predecessor and of some members of the Board of Indian Commissioners, relative to the removal and necessities of the Pawnee Indians, in which was a draught of a bill calculated to meet the demands of the case, and recommending that Congress be asked to make the necessary appropriation for the Pawnees, to be re-imbursed out of the proceeds of the sales of their lands in Nebraska. February 11 a report was submitted, recommending that two additional sections be added to said bill definitely fixing the location of the new reserve for the Pawnees, and providing for allotments of land in severalty to members of the tribe.

February 23 I submitted to the Department a copy of a communication from Agent Burgess, dated the 7th of same month, giving a detailed account of the affairs of the Pawnees, and stating that the persons who had been furnishing them with supplies, under an arrangement made with Messrs. Smith and Roberts of the Board of Indian Commissioners, refused to make further deliveries in the absence of any appropriation by Congress. In this communication I represented the great urgency of the case, and recommended that the matter be laid before Congress at an early day.

March 30 I received a telegram from Agent Burgess, dated the 29th, (copy herewith,) to the effect that the Pawnees were out of subsistence,

and asking what should be done; to which reply was made that nothing could be done to assist the Indians until action was had by Congress.

I am now in receipt of a second telegram from Agent Burgess, dated the 2d instant, (copy herewith,) stating that the Pawnees are out of all articles of subsistence; that hundreds are now leaving the reservations in pursuit of food; that aid must be speedily forthcoming, or much suffering and starvation will ensue; that he has done all in his power, and now throws the responsibility upon the Government, &c.

The above-recited facts indicate most clearly the extreme necessities surrounding this case, and demand attention at once.

I cannot, therefore, too strongly recommend that the immediate attention of Congress be again invited to the subject, and that the appropriation heretofore asked for the relief of the Pawnees be made without delay. In this connection I respectfully submit that the urgency of the case renders necessary an additional clause to the bill now before Congress, giving the Department authority to direct the expenditure of a portion (not less than \$20,000) of the sum appropriated in the purchase of supplies in open market to meet the immediate necessities of the Indians, and thus avoid the delay incident to advertising.

I have the honor to be, very respectfully, &c.,

J. R. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

PAWNEE INDIAN AGENCY, Mar. 29, 1876,
Via Coffeyville, Kans —9.48 p. m.

J. Q. SMITH,
Commissioner Indian Affairs, Washington, D. C.:

The Pawnees are out of subsistence; what is to be done? Reply, care of R. C. Crowell & Co., Coffeyville, Kansas.

WM. BURGESS,
United States Indian Agent.

COFFEYVILLE, KANS.,
April 2, 1876—12 50 p. m.

J. Q. SMITH,
Commissioner Indian Affairs, Washington, D. C.:

The Pawnees being out of beef, flour, and all other subsistence, hundreds are leaving reservation on pursuit of food, many being now in the border towns of Kansas, of which complaints are being made.

Though usually obedient, they will disobey orders to remain at home when impelled by hunger to roam. We must have aid speedily or much suffering and starvation will ensue, and the good work of the agency be destroyed. Further supplies cannot be procured without means. These are facts for those in authority. I have done all in my power under instructions, and now throw the whole responsibility of the consequences upon the Government.

WM. BURGESS,
Indian Agent.

COFFEYVILLE, KANS.,
April 2, 1876—11 p. m.

ZACHARIAH CHANDLER,
Secretary of the Interior, Washington, D. C.:

Numbers of Pawnee Indians are prowling around the border, seeking aid. Trouble is anticipated unless speedily relieved.

WM. C. MASTER,
Mayor of Coffeyville.

CORRESPONDENCE OF THE HON. SECRETARY OF THE INTERIOR AND
THE COMMISSIONER OF INDIAN AFFAIRS RELATIVE TO THE REMOVAL
AND NECESSITIES OF THE PAWNEE INDIANS.

DEPARTMENT OF THE INTERIOR,
Washington, December 14, 1875.

SIR: I return herewith, amended, the draught of a bill providing for the sale of the Pawnee reserve, in Kansas, which accompanied your report of the 9th instant, which bill, as amended, will, it is believed, meet the requirements in the case, and has the approval of this Department.

The papers which were transmitted with your report are also herewith returned.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 9, 1875.

SIR: I have the honor to inclose herewith communication from the Hon. Secretary of the Board of Indian Commissioners relative to the condition of the Pawnee Indians, and the steps that have been taken to provide for their wants during the past year. It will be seen that the emergency of the case, in the view of the President, was sufficient to justify the unusual action, and also that the efforts to provide for the Pawnees have been entirely successful, and that they are now comfortably located in the Indian Territory, and that the only assistance required from the Government will be an appropriation, as a loan, to be reimbursed from the sales of their lands in Nebraska, which they have vacated, and which are ample security. I therefore respectfully recommend that the matter be submitted to Congress for the necessary action by that body, if this recommendation meets with the concurrence of the Department.

The accompanying draught of a bill is submitted as a proper form, and covering the points upon which legislation is required.

I have the honor to be, very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, with the consent and concurrence of the Pawnee tribe of Indians, expressed in open council in the usual manner, the Secretary of the Interior be, and he is hereby, authorized to cause to be appraised and sold the entire reservation set apart for said Indians in the State of Nebraska by the provisions of the first article of a treaty with them, concluded September 24, 1857, in the following manner: The said Secretary shall appoint three disinterested and competent persons, who, after being duly sworn to perform said service faithfully and impartially, shall personally examine and appraise said lands, at their actual cash value, by legal subdivisions of one hundred and sixty acres, separately from the value of any improvements on the same, and shall also examine and appraise the value of said improvements, and make return thereof to the Commissioner of Indian Affairs. After the appraisement of said lands as herein provided, the Secretary of the Interior shall be, and hereby is, authorized to offer the same for sale on the following terms and conditions, to wit: One-third cash in hand, the balance in two equal annual payments, drawing interest at the rate of six per centum per annum from the day of sale. If any purchaser shall commit waste or damage upon said lands before full payment therefor, his rights to the lands purchased by him shall cease, and sealed proposals, duly invited by public advertisement, shall be received for the same, for tracts not exceeding one hundred and sixty acres each, and also for the entire body offered; and he shall be, and hereby is, authorized to accept the proposal for the entire tract, or the highest bids for separate tracts, whichever shall be deemed best for the interest of the Indians: *Provided*, That no bids for separate tracts shall be accepted which may be less than the appraised value of such tract, or less than two dollars and fifty cents per acre, nor for the entire tract which shall be less than the aggregate appraised value of the same, or less than two dollars and fifty cents per acre; and patents in fee-simple shall be issued to the purchasers for the tracts purchased by them, respectively, upon the payment to the Secretary of the Interior, in such manner and under such regulations as he may prescribe, of the full amount of the purchase-money: *Provided further*, That if any of said*

tracts shall contain valuable improvements thereon, made by or for the Indians, or for Government purposes, the proposals therefor must state the price both for the land and the improvements separately: *And provided further*, That the second section of the act of Congress approved June 10, 1872, making provision for the sale of a portion of these lands be, and the same is hereby, repealed: *And provided further*, That if any of the lands of said reservation shall remain unsold, after being offered as aforesaid, then the Secretary of the Interior is authorized and empowered to offer the same, from time to time, on sealed proposals, after public advertisement, under the provisions of this section, until the whole shall be disposed of.

SEC. 2. That there be, and hereby is, appropriated, out of any moneys in the Treasury not otherwise appropriated, the sum of three hundred thousand dollars, to be used in defraying the expenses of appraisement and sale; in the purchase of a suitable reservation in the Indian Territory for the Pawnee tribe of Indians: to defray the expenses of their removal thereto and establishment thereon; for the payment for necessary supplies for their subsistence; for improving farms, building houses, purchasing implements of agriculture, and live-stock; in establishing and supporting schools; and for other beneficial objects, including expenditures made for the above-mentioned purposes during the fiscal year ending June 30, 1876; said sum to be available for the purpose named immediately upon the approval of this act: *Provided*, That the sum hereby appropriated shall be re-imbursed to the United States out of the funds arising from the sale of the lands described in the first section of this act.

SEC. 3. Any surplus that may remain from the proceeds of the sale of the lands described in said first section, after the re-imbusement to the United States of said sum of three hundred thousand dollars, shall be placed to the credit of said Indians on the books of the Treasury of the United States, and bear interest at a rate not to exceed five per centum per annum, payable semi-annually, except such portion thereof as the Secretary of the Interior, with the approval of the President of the United States, may deem necessary to be expended for their immediate use for subsistence or other beneficial objects.

REPORT TO THE BOARD OF INDIAN COMMISSIONERS ON THE REMOVAL OF THE PAWNEES TO THE INDIAN TERRITORY.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C., December 9, 1875.

SIR: I have the honor to inclose herewith copy of a report made by B. Rush Roberts and myself, relative to our action in the provision made for the support of the Pawnee Indians, for such action and recommendation to the Hon. Secretary of the Interior as you may deem expedient.

Very respectfully, your obedient servant,

F. H. SMITH, *Secretary.*

Hon. E. P. SMITH,
Commissioner of Indian Affairs.

WASHINGTON, D. C., *November 9, 1875.*

SIR: The undersigned, members of the board, respectfully present the following report of their action in connection with the removal of the Pawnee Indians from the reservation in Nebraska to the Indian Territory, their establishment upon their new reservation, and their subsistence temporarily until provision shall be made therefor by Congress.

The following correspondence of the Hon. Secretary of the Interior and Commissioner of Indian Affairs will explain our connection with this subject:

“DEPARTMENT OF THE INTERIOR,
“OFFICE OF INDIAN AFFAIRS,
“*Washington, D. C., March 6, 1875.*

“SIR: I have the honor to invite your attention to an emergency which has arisen in the Indian service.

“There are three thousand Pawnee Indians in Nebraska who have heretofore subsisted partly by buffalo-hunting and partly by such crops as they have learned to raise upon their reservation. For two years past they have entirely failed in their efforts to procure buffalo and were thus reduced to exclusive dependence upon their crop, which last summer was

completely destroyed by grasshoppers, leaving these Indians with but a small annuity-fund of about ten dollars per capita with which to be maintained for a whole year.

"In these circumstances the Pawnees in council, attended by their agent and superintendent and a delegation of Friends, who have these Indians in charge, voted to remove to the Indian Territory, and asked permission to send the males of their tribe in advance, in order to select a country and break ground in preparation for the coming of the women and children and aged persons of the tribe.

"They also voted to request the Government to sell their reservation and to expend such portion of their funds as might be necessary for their removal and establishment in the Indian Territory.

"In view of the straitened condition of the Pawnees, and the desirableness of concentrating Indians in the Indian Territory so far as possible, permission was granted these Indians by the Department to proceed thither, where they would probably be able to make a living during the winter by hunting buffalo, and would be on the ground ready to commence improvements upon their new homes in early spring.

"Appropriate legislation to carry out this arrangement was recommended to Congress, which, having been referred to the Indian Committee of the Senate, was reported back with favorable recommendations; but in the crowded condition of legislation at the close of the session it was found impossible to call up the bill before the expiration of Congress.

"As the result the Department finds itself with these three thousand (3,000) Pawnees, of whom a large portion are already in the Indian Territory, for whom a selection of country has been made in the forks of the Arkansas and Cimarron Rivers on land ceded to the United States for Indian occupation by the Cherokees, but who are without any means either to procure subsistence, or to commence preparing their homes, or to return to Nebraska, or to live in Nebraska if they were returned.

"I respectfully suggest that this emergency is so decisive and well defined as to come within the discretion necessarily lodged with the President, by which authority may be granted the Department to make the necessary expenditure to provide for these Pawnees, until provision can be made according to law, and would respectfully recommend that the matter be laid before the President for such direction as he may see fit to give in the premises.

"The expenditure thus required will probably not exceed one hundred and fifty thousand dollars, and will probably be from twenty-five to fifty thousand dollars less than that amount. The lands which the Pawnees relinquished in moving to the Indian Territory are worth three or four times that amount.

"Owing to the actual hunger of these Indians, and the importance of their being at work immediately upon their new reservation, I respectfully request that action may be taken upon this matter at as early a date as practicable.

"Very respectfully, your obedient servant,

"EDW. P. SMITH,
"Commissioner.

"The Hon. SECRETARY OF THE INTERIOR."

"DEPARTMENT OF THE INTERIOR,
"Washington, March 12, 1875.

"SIR: The destitute condition of the Pawnee Indians and the necessity of providing them with subsistence, which were the subject of your report of the 6th instant, having been represented to the President, he authorizes that the Department incur an expenditure for their relief until provision can be made for them according to law.

"You are, therefore, hereby instructed, in pursuance of the Executive authority, to make the necessary arrangements for the relief of the Pawnees; the expenditure thus to be incurred not to exceed one hundred and fifty thousand dollars, provided the necessary supplies can be procured in open market of parties who would be willing to furnish what may be required *without entering into contract*, and await the action of Congress upon estimates to be approved by this Department and submitted to Congress for an appropriation to meet the payment of the indebtedness.

"Very respectfully, your obedient servant,

"B. R. COWEN,
"Acting Secretary.

"The COMMISSIONER OF INDIAN AFFAIRS."

"DEPARTMENT OF THE INTERIOR,
"OFFICE OF INDIAN AFFAIRS,
"Washington, D. C., April 2, 1875.

"SIR: Referring to your communication under date of March 12, 1875, authorizing the expenditure of \$150,000 for the relief of the Pawnees by purchase of supplies in open market, I have the honor to inclose herewith copy of proposal from R. C. Kerens, of Arkansas, to furnish beef on the hoof, required by these Indians, at \$3.88 per hundred, gross weight, and flour delivered at Wichita at \$4.86 per hundred.

"It is known to the Department that there are no funds applicable for the subsistence of

these Indians, who have lately removed to the Indian Territory, and that parties furnishing supplies for them do so with the understanding that they will receive no compensation for the same until an appropriation shall have been made, and the uncertainty involved in the transaction will operate of course to increase the cost of articles.

"It is difficult for the Office at this distance to judge as to what is expedient and right in the matter, and I respectfully recommend that the secretary of the Board of Indian Commissioners be requested, if compatible with his other duties, to visit the Indian Territory and take in charge the procuring of supplies necessary for the Pawnees, or such portion of them as he may deem best, and that this proposition of Mr. Kerens be submitted for his consideration in connection with any others that may be offered.

"Your early consideration of this subject is respectfully requested.

"Very respectfully, your obedient servant,

"EDW. P. SMITH,
"Commissioner.

"The Hon. SECRETARY OF THE INTERIOR."

"DEPARTMENT OF THE INTERIOR,
"Washington, D. C., April 5, 1875.

"SIR: I have considered your report of the 2d instant, submitting a proposition made by R. C. Kerens, of Arkansas, to furnish beef and flour for subsistence of the Pawnee Indians in the Indian Territory and await an appropriation by Congress for payment.

"In your letter of the 6th ultimo the destitution of the Pawnees was reported to the Department, with the recommendation that the President be consulted with reference to their condition, and as to the proper mode of relief to be adopted in the absence of an appropriation or authority of law for the purchase of supplies.

"In compliance with said recommendation the subject was laid before the President, who authorized the Department to make the necessary arrangement to relieve the Pawnees, provided the necessary supplies could be procured, in open market, of parties who would furnish the same *without entering into contract*, and await action by Congress upon estimates to be submitted for an appropriation.

"In pursuance of Executive authority you were, on the 12th ultimo, instructed to incur an indebtedness not to exceed the sum of one hundred and fifty thousand dollars.

"The Department cannot, under existing law, make a contract *or purchase* in the absence of an appropriation for the purpose. "No contract or purchase on behalf of the United States shall be made unless the same is authorized by law or is under an appropriation adequate to its fulfillment." (Revised Statutes, section 3732, act of March 2, 1871.) The said act clearly inhibits the making of contracts or purchases by this Department.

"Under the circumstances, and in view of the peculiar situation and necessitous condition of the Pawnees, you are authorized to make arrangements for their relief and subsistence, provided you can find any parties who, in the interests of humanity, will furnish to this suffering tribe the supplies required for the purpose, and who will be willing to rely upon the justice of a Christian government for payment.

"It is to be distinctly understood that under the authority herein conferred no obligation will be assumed by the Government nor any responsibility, nor, by implication, is any promise of payment to be inferred from it.

"Information may, however, be imparted that the Department will submit to Congress, at the next session, an estimate of appropriation required to defray the expenses incident to the care and subsistence of the Pawnee Indians in the Indian Territory.

"To your judgment is left the adoption of the best plan for accomplishing the object contemplated. If it be deemed inexpedient or impracticable for Superintendent Hoag and Agent Richards to effect a satisfactory arrangement for procuring supplies for the Pawnees under the authority hereby granted, and the business demands that the secretary of the Board of Indian Commissioners be designated for the purpose, the propriety of employing his services is left to your discretion.

"Before taking any action in the premises you are requested to confer with Friend B. Rush Roberts in relation to the subject.

"Very respectfully, your obedient servant,

"C. DELANO,
"Secretary.

"THE COMMISSIONER OF INDIAN AFFAIRS."

"DEPARTMENT OF THE INTERIOR,
"OFFICE OF INDIAN AFFAIRS,
"Washington, D. C., April 9, 1875.

"SIR: From copies of correspondence herewith inclosed, being letters of March 6 and April 2, of this Office, to the Hon. Secretary of the Interior, and replies thereto by the Hon. Secretary under date of March 12 and April 5, you will learn the embarrassed position in which this Department is placed relative to the Pawnee Indians and their necessitous condition.

"In accordance with the authority given by the Hon. Secretary, in his letter of April 5, I desire to secure the aid of your board in procuring supplies for the Pawnees sufficient to meet their necessities until July 1, 1876. These supplies will consist mainly of beef on the hoof, flour or corn, or both, coffee, sugar, clothing materials, farming implements, hardware for use in the erection of buildings, a saw-mill, and a few wagons and work-oxen. Provision should also be made, if feasible, by which the services of a sufficient force of employes can be procured to erect temporary dwellings for the employes of the agency, to put a saw-mill into operation, and to aid the Indians in the erection of their houses.

"From the inclosed copy of the appropriation bill you will learn the exact amount of funds which can be used for the Pawnees during the coming year, and, with their consent, in any form most for their benefit, except those in payment for employes and schools.

"It is desirable that you should visit their present agency in Nebraska, and on the spot consider and decide the question as to when it will be most feasible to move that portion of the tribe still remaining in Nebraska to the Indian Territory. This decision will affect somewhat the amount of supplies necessary to be provided at their new home, and also be important as tending to quiet an uneasiness on the part of the Indians.

"Two opposite considerations bear upon the question of the time of this removal.

"1. If it is not made during the coming fall it cannot be made, without transportation by rail, involving heavy expense, early enough in the following spring for them to put in a crop in the new country next year.

"2. If the removal is made this fall it necessarily exposes some of the older persons and the children to their first winter in the Territory with inadequate shelter and provision, and also involves an additional expense of cost of supplies, while if they remain in Nebraska through the winter they will mainly subsist on what they may expect to raise during the coming summer. Also, if they remained in Nebraska, the school could probably be continued with profitable results during the entire winter, and the agency buildings would be protected by actual occupation until the Pawnee lands in Nebraska can be sold.

"By the act of 1872 a sale of 50,000 acres of Pawnee lands was authorized, but under such restrictions as have hitherto operated to prevent the sale. I have learned informally that it is possible that a colony of Mennonites, represented by John F. Funk, at Elkhart, Indiana, may consider the question of purchasing these lands, and I would suggest, as bearing quite directly upon the question before you, that *en route* to Nebraska you have an interview with this gentleman.

"If the 50,000 acres for whose sale provision is made in the act above named can be sold, the pressing wants of the Pawnees will be mainly provided for; but owing to the delay involved in procuring the appraisement and sale of the lands by advertisement, a temporary provision must be made, even if this is likely to be successful.

"As to the probability of payment for supplies and services which may be procured for the Pawnees, I have to say that in addition to the moral obligation which will be upon the Government, and which will be urged upon Congress in its full force by the Department and by the President, the Pawnees are in possession of lands which, at a moderate valuation, are worth at least \$300,000, upon which this indebtedness incurred in their behalf will be a first lien. This fact will of itself remove many difficulties in procuring a future appropriation, because the amount to be appropriated will be sure to be re-imbursed by the sale of Indian lands, instead of being a donation to the Indians.

"Mr. B. Rush Roberts, a member of your board, has been requested, if possible, to assist you in this matter, and it is hoped that he will be able to accompany you to Nebraska and Saint Louis; or such other point as you may find most suitable for making arrangements to meet the necessities of the Pawnees.

"Very respectfully, your obedient servant,

"EDW. P. SMITH,
"Commissioner.

"Hon. F. H. SMITH,

"Secretary Board of Indian Commissioners, Washington, D. C."

Proposed sale of land.—In accordance with the request of the Hon. Commissioner we proceeded to Chicago, and on the 14th of April last held a consultation with Mr. John F. Funk, of Elkhart, Indiana, who met us there in compliance with our telegraphic invitation.

As a representative of a portion of the Mennonite organization in this country, Mr. Funk expressed a warm desire that the portion of the Pawnee reservation authorized by law to be offered for sale should be made available for the exclusive occupation of colonies of that faith coming to this country; and, after full consideration of the subject, proposed, as the most available means of securing the land for that purpose, to communicate immediately with representative men of the organization with a view of forming a joint-stock company with capital sufficient to make the purchase in accordance with the terms of the law.

Removal of the Pawnees.—We next proceeded to the reservation in Nebraska, and consulted with the chiefs and headmen of the Pawnees remaining at the agency. The Indians were united and urgent in their desire to abandon the reservation and join their brethren in the Indian Territory at once.

To comply with their request seemed wholly inadmissible. Several hundred acres of wheat had already been sown, and the arrangements for cultivating—in all about two thousand acres of the reservation—were in an advanced state of progress. The manual-labor school, with its excellent buildings and corps of teachers, would have to be disbanded for probably a year to come, and much inconvenience and suffering on the part of the aged, sick, and infirm would occur in case of immediate removal to a point at which no preparation for their reception would for a considerable period, be made.

After a protracted explanation and discussion, the Indians were informed that the Department would positively not assent to their removal earlier than the coming fall, after their crops have been harvested. The commissioners then left the council-room, but were subsequently requested to return, and were informed by the Indians of their assent to the proposition to remain until fall.

On the 19th we returned to Omaha and met Barclay White, superintendent of Indian affairs, who was requested by telegraph to accompany us to the reservation; but in consequence of his absence at another agency failed to receive the dispatch.

Among the reasons given by the Indians for their immediate removal was their continual apprehension of attack from the Sioux, the absence of nearly all the able-bodied men of the tribe leaving them without means of defense against even a small hostile party. After consultation with the superintendent, although no cause was seen for apprehending any immediate danger, it was deemed prudent to address a communication to the military headquarters at Omaha requesting the detail of a small force of troops within such proximity to the agency as would afford protection to the remaining Pawnees from their hereditary enemies.

Attention was also called in the communication to the material injury already done by the removal of large quantities of wood from the reservation—from one to two hundred wagon-loads a day being often taken away—by trespassing, and the military authorities having failed to respond to the previous request of the Department to afford protection in this regard.

In accordance with our request, a company of infantry was subsequently detailed by General Crook for service at the agency, and remained during the most of the summer. Two occasions occurred for their intervention, as will be seen from the following extract from the report of Barclay White, superintendent, concerning the affair :

“NORTHERN SUPERINTENDENCY, OFFICE INDIAN AFFAIRS,

“*Omaha, Nebr., Ninthmonth 3d, 1875.*

“RESPECTED FRIEND :

* * * * *

“On the 23d ultimo, about daybreak, the wife of Eagle, head-chief of the Ske-dee band of Pawnees, was shot and instantly killed. She was near her lodge, and the party committing the murder was sheltered from view by tall corn, and escaped unobserved.

“Agent Burgess reports that Captain Wheaton's company ‘was stationed in sight, within a few hundred yards of the point of attack. It was not only inadequate for protection, but of no practical benefit whatever against Indians.’

“On the 30th ultimo, soon after sunrise, fourteen Indians, supposed to be Sioux, rode out of a ravine, and shot four balls into Kou-is-a or Charlie Fighting Bear, a Pawnee school-boy, fifteen years of age, who was herding Pawnee horses, killing him on the spot.

“This occurred about forty rods from the agency carpenter's dwelling-house. The murderers then chased the horses, but not succeeding in capturing them, left. An active chase by Pawnees was given them for several miles, but they had fleet horses, were better armed than the Pawnees, and escaped.

“Very respectfully, thy friend,

“BARCLAY WHITE,

“*Superintendent of Indian Affairs.*

“Hon. F. H. SMITH,

“*Secretary, Washington, D. C.*”

Purchase of supplies.—We reached Saint Louis the morning of the 21st, and Agent Burgess, coming from the East, joined us in the evening of that day.

The matter of the purchase of supplies was, while in Chicago, laid fully before Col. C. G. Hammond, late a member of the Board of Indian Commissioners, who informed us that it would be impossible to negotiate with business-men in that city on the terms we were authorized to offer, and that in his judgment the only plan that would be successful was to find parties who, as a matter of speculation, would, for a sufficient consideration, be willing to risk the delay or failure of Congress to make the required appropriation. J. V. Farwell, also late a member of our board, and others, were consulted, without affording any light upon the subject of our proposed purchases.

In Omaha arrangements were made with F. D. Cooper for the supply of such wagons and agricultural implements as are required, to be delivered by him at Coffeyville, Kansas, upon terms regarded as favorable.

In Saint Louis much reliance was placed upon the advice and co-operation of Mr. Robert

Campbell, whose previous familiarity with the Indian service as a member of our board and otherwise, and whose great business experience and acquaintance in Saint Louis it was believed would enable him to place us in communication with parties willing to furnish the supplies required and to trust to the justice of the Government for re-imbursement. Mr. Campbell, after learning of our presence in the city, called upon us, and expressed his readiness to render any assistance in his power; but learning fully the conditions under which purchases were to be made, stated in most positive terms that any effort to procure the supplies required in that city would be hopeless, and in response to the inquiry as to what could be done to relieve these suffering people made the same reply in substance as Colonel Hammond in Chicago, that our only hope was to find parties who would as a speculation undertake for a liberal margin of profit to furnish the goods.

In connection with Agent Burgess, we then visited several of the prominent business-houses of the city, but in each instance the parties declined to sell for any price new goods upon the terms offered.

Arrangements were, however, made with A S Petticrew Machine Company for the supply of a saw-mill and engine, partly second-hand, but in excellent condition, upon reasonable terms.

Proposals were received for flour, beef, and other supplies, but at rates which we, on our own responsibility, were unwilling to accept.

We thereupon returned to Washington and reported verbally to the Commissioner of Indian Affairs the results of our effort, and asked him to relieve us from further responsibility in the matter. The Commissioner stated that he knew of no other means more likely to accomplish the object sought, and, as the necessity was urgent to make immediate provision for subsisting the Indians and carrying on the work required for their establishment on the new reservation, he desired us to continue our efforts until all needed arrangements should be perfected.

Acting upon this request, we have from time to time authorized the purchase of supplies and materials and the employment of labor on the best terms we have been able to obtain, the details of which will appear in the files of your office.

During the month of October, in connection with Thomas W. Matthews, of Baltimore, one of the committee appointed by the Baltimore yearly meeting of Friends, we made a second visit to the Pawnees. The following extract from the report of the Friends committee states clearly what has been accomplished for this people during the present season, and is adopted by us for the purposes of this report:

"At the close of the last fiscal year, Sixmonth 30th, 1875, the day-schools were all closed, and the industrial school on the 30th of Ninthmonth, and the salaries of the teachers and other employes appropriated to the purposes of feeding the Indians and making preparation for their final removal to the Indian Territory.

"The Indians remaining (numbering between four and five hundred, most of whom are children, or old and infirm people) appear to have acted on the advice given them last spring by members of the Board of Indian Commissioners and their agent, to plant all the corn and vegetables they could, and gather their crops before departing south, that they might have food on their way down.

"Agent Burgess reports that most of the able-bodied men have worked well, and the farmer assures us that nearly all the labor in producing and gathering the large crops raised on the reservation the past summer has been performed by Indians, and the amount of dried squaw-corn and pumpkins which we saw stored in some of their lodges shows that they have not been idle.

"The products of the agency-farm, on about 600 acres, have all been reported or estimated to us; and from personal inspection we are inclined to believe that the corn is estimated considerably below what it will probably yield, as follows: rye, 1,000 bushels; wheat, 5,000 bushels; corn, estimated, 5,000 bushels; potatoes, 1,700 bushels; oats, 2,000 bushels; and buckwheat, 84 bushels. About 50 tons of hay have also been cut. On a very moderate estimate we think the products would be worth there at least \$5,000.

"The results of this year's farming have been very gratifying to us, especially in comparison with the desolation and destitution of the agency about this time last year; and the more so that the Indian laborer has brought about this result, and that his muscles have been trained in the employment in which hereafter he must live or suffer.

"Horses and wagons have been purchased for the removal to the Indian Territory of the remnant of the tribe, and it is expected that all will be in readiness to start on or very soon after the 15th of the present month, and will be accompanied by Agent Burgess and wife, Julia Nicols, and Mariana Burgess. The latter two having been teachers in the industrial school, are now retained to have care of the children and as teachers of day-schools to be at once started on the new reservation, and probably to be re-instated when the new manual-labor school, now projected, can be built and put in operation.

"We left Genoa on the morning of the 5th, accompanied by William Burgess, and Omaha on the 6th, by way of Kansas City, Lawrence, and Coffeerville, and after some detention on our route and 105 miles' travel by private conveyance, we reached the Pawnee agency in the Indian Territory about sundown on the evening of the 11th instant. On

arriving in front of the agency buildings, more than a mile from them, our eyes rested upon one of the most beautiful scenes we had witnessed in our whole journey.

"In the foreground were about twenty men, Indians and whites, with their teams and mowing-machines, busily engaged in cutting, raking, and stacking hay. In the distance the long row of new buildings, many of which were occupied, extending in a straight line on one side of the avenue for over half a mile in length, and the surrounding country for miles away dotted with the white tents of the Indians in their several villages, and the houses of the employés within a more limited circle; the beautifully rolling prairie, interspersed with belts and groves of timber, and the far-distant hills bounding the Cimarron and Arkansas Rivers—the whole covered with a most luxuriant growth of grass, and seen in the light of the setting sun constituted a picture which no pen could adequately describe. Our hearts were made to rejoice at the thrift and industry which we witnessed, as well as at the care that had been taken to keep everything neat and clean, so unlike an Indian village.

"We must first pay a tribute to the good judgment displayed in the selection of the reservation, and secondly to the taste that has been exercised in the location of the many agency buildings, now erected and to be erected, around and on the spot intended for and constituting the headquarters of the tribe.

"The Indians arrived too late in the summer on their new reservation to plant any crops for winter use, but we are informed that a majority of the able-bodied men have been laboring, and nearly all the balance have been desirous to be allowed to labor, but for want of implements which they could use were excluded from exercising whatever power and inclination they possessed in that direction. There have been twenty new buildings put up on the reservation, consisting of dwellings, shops, offices, &c., and a steam saw-mill which is not yet covered, but is working well, and cutting all the lumber that is required at present, and will no doubt soon have a stock on hand for future use. There have been about fifty white employés, mechanics and laborers, besides thirty Indian laborers, employed on the farm and about the mill and shops on the reservation, and in making roads and bridges. Many of these employés are hired on the only terms that the agent was authorized or able to offer, *i. e.*, to feed them, and they to rely upon an act of Congress to enable the Indians to realize funds from the sale of their lands in Nebraska, from which these laborers can be paid. And the whole tribe is now being fed and clothed on the same terms, relying on the justice of Congress to re-imburse the parties furnishing supplies.

"Much labor has been performed by Indians in making roads and bridges for many miles across the prairie toward the Osage agency, through which all the supplies have to be wagoned 105 miles at heavy cost.

"A good substantial ferry-boat has been constructed, by which to cross the Arkansas River, on this road, and the ferry is used solely for the benefit of the tribe; no other travel on the route but that which communicates with the agency. About 200 tons of hay have been cut and put up, and the farmer was still cutting and stacking when we left the agency.

"There were abundant crops of melons and pumpkins raised and consumed, or dried for winter use, during the present fall. There have been about 300 acres of land broken, and 125 acres seeded in wheat. Two ox-teams of three yokes each are employed most of the time in hauling logs to the saw-mill. In cutting and sawing the logs Indians are found to be efficient helpers as well as in farm labor. Agent Burgess has, under proper authority, purchased twelve wagons and twenty-three head of horses, to enable him to remove the balance of the tribe from Nebraska, and these teams will add very much to the efficient working of the agency, in the erection of the agent's house and industrial-school building. These it is proposed to commence at once, and to use the material, which is abundant on the reservation for the purpose, namely, stone, lime, sand, lumber, and shingles; the hardware and glass constituting nearly all the material that will have to be purchased.

"Much more might be written on the great change which appears to have taken place among the Pawnees in the past year, but this report has already been lengthened out beyond our expectations, and we believe it will be better to await results than to anticipate them before the public.

"In conclusion, we think it right to express our appreciation of the services that have been rendered and continue to be rendered by Agent William Burgess and wife. It would be impossible for any one to appreciate their difficult position without paying a visit to the Indians of which they have the care. The duties of the agent under any circumstances are so varied that he can hardly hope to fulfill them without incurring more or less censure from those unacquainted with all the surroundings. Agent Burgess's position for the past year has been one of more than ordinary responsibility and labor, requiring unusual discernment as well as executive ability.

"In pursuance of the policy adopted by the Government in the removal of the Pawnees, Agent Burgess was detailed in Eleventhmonth last to explore parts of the Indian Territory with a view to select a suitable location, which, with the consent of the headmen of the tribe, should be purchased for their future home. This trust was executed, after a long and arduous exploration of some five months, to the entire satisfaction of the Indians, and the

selection met with the entire approval of the Commissioner of Indian Affairs, and in our judgment, formed from what we have seen and learned, is hardly equaled in its many advantages by any other settlement of Indians."

It will be apparent that immediate action by Congress is of great importance, both for the purpose of providing payment of the amounts already expended and for the permanent care of these Indians. Most of the persons employed in the erection of buildings, breaking ground, and for the various purposes required at the new reservation, are in necessitous circumstances, and should be paid at the earliest practicable moment.

At the instance of the Friends, in whose special care the Pawnees are, a bill was introduced into the last Congress providing for the sale of their reservation in Nebraska, the proceeds to be invested for the benefit of the Indians. Congress was asked to make an appropriation of \$300,000 for immediate use, to be re-imbursed from the proceeds of the sale of the lands.

This reservation comprises three hundred thousand acres, located about a hundred miles west of the Missouri River, and in immediate proximity to the Union Pacific Railroad; much of the land is very valuable, and the entire tract disposed of on favorable terms ought to realize three-quarters of a million dollars. It seems to us that the passage of a bill similar to that introduced in the last Congress is the proper measure of relief, and should be recommended to Congress for its early action.

B. RUSH ROBERTS,
F. H. SMITH,
Commissioners.

Hon. CLINTON B. FISK,
Chairman Board of Indian Commissioners.

Action of the Board of Indian Commissioners on the above report.

At a meeting of the Board of Indian Commissioners, held at the Fifth Avenue Hotel, New York, December 16, 1875, the following preamble and resolution were unanimously adopted:

Whereas the Pawnee Indians have voluntarily, with the consent of the President and Secretary of the Interior, left their reservation in Nebraska and removed to a reservation allotted to them in the Indian Territory, and are now there without adequate means for subsistence or improvements on their new reservation;

Resolved, That we recommend to Congress the passage of a law for the sale of their lands in Nebraska, under such restrictions as may be necessary to secure to them a fair market-value for the same; and an appropriation from the Treasury of the United States, to be re-imbursed from the proceeds of said sale, which will be sufficient to enable them to pay the Government for the land on which they have settled and purchase the agricultural implements, build school-houses and the necessary agency-buildings, and subsist them until their growing crops can be harvested.

F. H. SMITH, *Secretary.*

O

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT
FOR YEAR ENDING JUNE 30, 1875.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

*A report of the contingent expenses of the Treasury Department for the
fiscal year ending June 30, 1875.*

MARCH 15, 1876.—Referred to the Committee on Appropriations.

APRIL 5, 1876.—Ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., March 13, 1876.

SIR: In compliance with section 193, Revised Statutes, I have the honor to transmit herewith a report of contingent expenses of this Department for the fiscal year ended June 30, 1875.

Very respectfully,

B. H. BRISTOW,
Secretary.

Hon. M. C. KERR,
Speaker House of Representatives.

*Statement of expenditures from the appropriation for contingent expenses of the United States
Treasury Department for the fiscal year ended June 30, 1875.*

Date.	To whom paid.	For what paid.	Amount.
1874.			
July 17	M. E. Mann	Books	\$7 50
31	B. F. French	do	84 75
31	Robert Beall	do	239 90
31	Pay-roll of	Bindery	559 13
Aug. 1	H. Baumgarten	Repairing stamps	44 00
13	B. L. Gidding	Books	14 00
13	Henry O. Hoyt	do	15 00
13	E. V. Anglin & Co	1 set Financial Reports	30 00
14	Henry O. Hoyt	Books	7 50
14	Robert Beall	do	70 50
15	John H. Wheeler	do	2 00
22	R. B. Mohun	Newspapers	33 00
31	Pay-roll of	Bindery	549 85

2 CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874.			
Sept. 2	H. Baumgarten	Repairing stamps	\$36 74
5	John C. Coppee	Material for bindery	161 20
7	John Campbell & Co.	do	578 45
7	R. Jones	Books	7 50
9	Robert Beall	do	36 00
14	John B. Carmony	do	10 00
23	W. H. & O. H. Morrison	do	32 50
29	John Bell	Sealing ships' registers	25 00
30	Pay-roll of	Bindery	561 48
Oct. 2	C. C. Bryan	1 barrel flour for bindery, (paste)	9 50
3	J. W. McKnight & Co	20 pounds white glue	13 00
5	H. Baumgarten	Stamps, &c.	15 50
7	L. H. Schneider	4 shoe-knives for bindery	60
15	Department of State	Foreign postage	274 65
17	Solomon & Chapman	Colton's map	15 00
19	Faetz & Pratt	50 copies R. E. Directory	100 00
22	Solomon & Chapman	Books	32 00
22	D. J. Topley	Subscription American Progress	25
22	"Republic"	3 copies 3 months	6 00
24	B. F. Trench	Books	25 60
24	H. Baumgarten	6 stencil-plates	13 20
31	Pay-roll of	Bindery	594 88
Nov. 2	W. H. & O. H. Morrison	Books	20 00
2	Howard Emmons	do	8 00
2	Bureau of Engraving and Printing	43 volumes bonds and letters, for Register	161 25
6	Daily Graphic	3 copies 1 year	42 60
12	W. Williamson	1 railroad map	5 00
13	Tucker & Sherman	1 load sawdust	2 00
17	Robert Beall	Books	7 50
17	H. Baumgarten	Stamps, &c.	31 00
31	R. B. Mohun & Co	Books	5 00
31	Journal of Commerce	Subscription 1 year	22 33
31	Pay-roll of	Bindery	550 33
Dec. 4	Solomons & Chapman	Books	108 50
7	W. P. Bigelow	Newspaper racks	15 00
8	H. Baumgarten	10 dozen stamp-ribbons	216 00
11	George Herbert	Books	4 50
14	John H. Carmany	do	10 00
29	John Bell	Sealing ship's register	25 00
29	G. N. Rider	Books	65 00
29	W. J. Murtagh	14 copies National Republican 1 year	112 00
30	J. W. Barlow	Books	3 50
30	H. Baumgarten	Hand stamps	50 00
31	Pay-roll of	Bindery	590 88
1875.			
Jan. 5	B. F. Stevens	Foreign postage	216 63
11	Daily Argus	Subscription 1 year	7 00
11	Inter-Ocean	do	12 00
11	Cincinnati Gazette	do	12 00
11	Boston Advertiser	do	12 00
11	Boston Journal	Subscription 1 year, 2 copies	18 00
11	New Orleans Price-Current	Subscription 1 year	10 40
11	Louisville Commercial	do	8 00
11	Journal of Commerce	Subscription 1½ years	23 00
11	New York Herald	Subscription 1 year	12 00
11	Commercial Herald	do	9 00
11	Chicago Tribune	Subscription 1 year, 3 copies	39 00
13	B. F. French	Books	20 00
13	New York Tribune	Subscription 1 year	10 00
13	New York Times	do	12 00
13	M. F. Americane	do	12 00
13	Internal Revenue Record	do	15 00
13	New York World	do	12 00
14	Wine and Liquor Circular	do	3 00
14	Nautical Gazette	do	5 00
14	New York Herald	do	12 00
14	Journal of Commerce	do	15 00
14	C. and F. Chronicle	Subscription 1 year, 4 copies	40 80
14	Internal Revenue Record	Subscription 1 year, 2 copies	10 00
14	Saint Louis Journal	Subscription 1 year	10 00
14	Boston Advertiser	do	12 00
14	Technologist	do	1 50
14	American Progress	do	1 00
14	New York Mercantile Journal	do	5 00
14	Army and Navy Journal	do	6 00
14	San Francisco Bulletin	do	13 20
14	New York Times	do	7 75
14	New York Tribune	Subscription 1 year, 2 copies	20 00
14	Brewer's Gazette	Subscription 1 year	5 00
14	Van Nostrand's English Magazine	do	5 00

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT. 3

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued

Date.	To whom paid.	For what paid.	Amount.
1875.			
Jan. 14	Law Register.....	Subscription 1 year.....	\$5 00
14	Philadelphia Register.....	do.....	6 00
14	Cincinnati Commercial.....	do.....	14 00
14	Robert Beall.....	Books.....	24 00
15	H. O. Emmons.....	do.....	6 00
15	C. and F. Chronicle.....	Subscription 1 year.....	10 40
15	The Stockholder.....	do.....	5 00
15	American Exchange Review.....	do.....	3 00
15	Handel Zeitung.....	do.....	10 00
15	Internal Revenue Record.....	do.....	5 00
15	American Journal Science and Art.....	do.....	6 25
15	New York Post.....	do.....	12 00
15	New York Times.....	do.....	12 00
15	Boston Advertiser.....	do.....	12 00
15	Post-Office Gazette.....	do.....	1 12
15	Boston Post.....	do.....	10 00
15	Commercial Herald.....	do.....	9 00
15	Alta California.....	do.....	16 00
16	New York Post.....	Subscription 1 year, 4 copies.....	48 00
16	Railroad Guide.....	1 year.....	4 00
16	Army and Navy Journal.....	Subscription 1 year.....	6 00
16	Nautical Gazette.....	do.....	5 00
18	Washington Chronicle.....	Subscription 1 year, 9 copies.....	72 00
18	George Herbert.....	Books.....	9 00
18	New Orleans Price Current.....	Subscription 1 year.....	10 40
20	Journal of Commerce.....	Subscription 1 year, 3 copies.....	45 00
20	Boston Traveller.....	Subscription 1 year.....	9 00
20	Chicago Tribune.....	do.....	13 00
20	Philadelphia Press.....	do.....	8 75
20	New York Bulletin.....	do.....	11 00
20	Railroad World.....	do.....	4 00
20	Shipping and Commercial List.....	1 year, 2 copies.....	18 80
22	New York World.....	Subscription 1 year.....	12 00
22	Courier Journal.....	do.....	12 00
22	Bank-Note Reporter.....	do.....	3 50
22	John R. Young.....	2 stamps.....	21 00
23	Solomons & Chapman.....	Books.....	130 00
23	E. Robinson.....	Foreign postage.....	72
23	R. Jones.....	Books.....	5 00
23	A. P. W. Packard.....	do.....	5 00
27	H. Baumgarten.....	Stamps, stencils, &c.....	90 80
27	American Grocer.....	Subscription 1 year.....	4 00
27	Scientific American.....	do.....	3 20
27	Banker's Magazine.....	3 copies.....	15 00
29	O. D. Case & Co.....	3 maps of the United States.....	46 00
30	Pay-roll of.....	Bindery.....	580 66
Feb. 2	Solomons & Chapman.....	Books.....	50 00
2	W. H. & O. H. Morrison.....	do.....	75 00
3	J. Disturnell.....	do.....	37 50
3	New York Times.....	Subscription 1 year.....	11 00
5	Commercial Advertiser.....	do.....	9 00
5	B. F. Stevens.....	Foreign postage.....	206 90
8	American Grocer.....	Subscription 1 year.....	4 00
10	J. F. W. Dorman.....	1 hand stamp.....	9 00
17	Banker's Almanac.....	Subscription 1 year.....	3 00
17	Engineer's and Miner's Journal.....	do.....	4 00
17	New Orleans Price Current.....	do.....	9 50
22	Solomons & Chapman.....	Books.....	70 50
23	B. F. Stevens.....	Foreign postage.....	71 50
27	Pay-roll of.....	Bindery.....	533 35
Mar. 6	Commercial Herald.....	Subscription 1 year.....	9 00
11	E. F. M. Faehz.....	Books.....	5 00
15	Franklin Philp.....	do.....	10 00
18	New York Herald.....	Subscription 1 year.....	12 00
24	R. A. Bayley.....	Books.....	15 00
27	International Review.....	Subscription 1 year.....	5 00
30	Solomons & Chapman.....	Books.....	4 00
30	B. F. Stevens.....	Foreign postage.....	146 53
31	John Bell.....	Sealing ship-registers.....	25 00
31	Pay-roll of.....	Bindery.....	589 81
April 2	F. Philp.....	Books.....	10 00
14	Nautical Gazette.....	Subscription 1 year.....	5 00
26	W. H. & O. H. Morrison.....	Books.....	92 00
27	R. A. Bayley.....	do.....	12 00
27	E. Robinson.....	Foreign postage.....	2 46
30	Pay-roll of.....	Bindery.....	574 88
May 3	H. Baumgarten.....	Stamps, &c.....	22 65
5	R. B. Mohun & Co.....	Books.....	115 00
8	Cincinnati Gazette.....	Subscription 1 year.....	7 70
8	R. B. Mohun & Co.....	Books.....	122 00
11	New York Tribune.....	Subscription 1 year.....	6 53

4 CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1875.			
May 13	Saint Louis Democrat.....	Subscription 1 year.....	\$8 00
17	Solomons & Chapman.....	Books.....	32 25
19	Louisville Commercial.....	Subscription 1 year.....	5 75
28	Chronicle Publishing Company.....	Advertising.....	7 00
31	Pay-roll of.....	Bindery.....	467 19
June 12	W. J. Murtagh.....	Advertising.....	7 00
30	John Bell.....	Sealing ships' registers.....	25 00
30	Pay-roll of.....	Bindery.....	192 88
30	Courier-Journal.....	Subscription 1 year.....	7 00
30	John R. Young.....	Hand-stamp.....	10 00
30	Chronicle Publishing Company.....	Advertising.....	33 25
30	W. J. Murtagh.....	do.....	11 25
1874.			
July 16	H. R. Linderman.....	Traveling expenses.....	43 95
Sept. 14	Charles P. Wannell.....	do.....	74 50
15	Allan Rutherford.....	do.....	38 95
Oct. 2	P. Louis Rodier.....	do.....	29 70
21	William O. Avery.....	do.....	33 35
31	William T. Kent.....	do.....	38 70
Nov. 12	Charles F. Benjamin.....	do.....	208 80
12	Henry H. Smith.....	do.....	143 45
23	Bluford Wilson.....	do.....	62 95
24	L. S. Thomas.....	do.....	21 75
30	Webster Elmes.....	do.....	25 95
Dec. 1	J. F. Burr.....	do.....	19 25
14	C. F. Benjamin.....	do.....	310 25
21	I. H. Robinson.....	do.....	461 10
22	Allan Rutherford.....	do.....	36 45
1875.			
Jan. 27	J. W. Butterfield.....	do.....	29 88
Feb. 5	I. Thornton.....	do.....	21 75
16	H. D. Price.....	do.....	6 00
Mar. 9	I. Thornton.....	do.....	19 35
April 8	Allan Rutherford.....	do.....	30 90
24	Webster Elmes.....	do.....	100 95
May 8	do.....	do.....	37 85
8	R. E. Preston.....	do.....	27 70
14	do.....	do.....	26 70
21	Webster Elmes.....	do.....	37 51
31	J. F. Burr.....	do.....	13 85
June 8	J. W. Butterfield.....	do.....	17 15
8	C. A. Weidner.....	do.....	57 32
July 24	do.....	do.....	21 32
24	W. C. Robards.....	do.....	40 12
24	R. A. Bayley.....	do.....	153 25
1874.			
July 16	Washington and Georgetown Rail- road Company.....	1,000 tickets.....	50 00
16	Metropolitan Railroad Company.....	2,000 tickets.....	100 00
Aug. 6	Columbia Railroad Company.....	1,000 tickets.....	50 00
7	Washington and Georgetown Rail- road Company.....	1,000 tickets.....	50 00
24	Adams Express Company.....	Express.....	7 15
24	do.....	do.....	2 25
24	Franklin Telegraph Company.....	Telegrams.....	17 04
25	Washington and Georgetown Rail- road Company.....	1,000 tickets.....	50 00
28	do.....	1,000 tickets.....	50 00
28	Western Union Telegraph Company.....	Telegrams.....	130 61
29	do.....	do.....	105 14
Sept. 15	Washington and Georgetown Rail- road Company.....	1,000 tickets.....	50 00
17	Franklin Telegraph Company.....	Telegrams.....	18 60
19	Columbia Railroad Company.....	500 tickets.....	25 00
22	Metropolitan Railroad Company.....	1,000 tickets.....	50 00
23	Western Union Telegraph Company.....	Telegrams.....	226 26
28	Adams Express Company.....	Express charges.....	10 25
28	do.....	do.....	12 10
Oct. 10	Franklin Telegraph Company.....	Telegrams.....	13 52
16	Adams Express Company.....	Express charges.....	60 20
16	R. P. A. Denham.....	Freight.....	18 82
21	Washington and Georgetown Rail- road Company.....	1,000 tickets.....	50 00
26	Western Union Telegraph Company.....	Telegrams.....	211 75
Nov. 7	Adams Express Company.....	Express charges.....	20 40
9	Metropolitan Railroad Company.....	500 tickets.....	25 00
13	Franklin Telegraph Company.....	Telegrams.....	23 60
13	Western Union Telegraph Company.....	do.....	167 92
30	Adams Express Company.....	Express charges.....	11 55

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT. 5

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874.			
Dec. 4	Washington and Georgetown Railroad Company.	500 tickets.....	\$25 00
5	Metropolitan Railroad Company	do	25 00
14	Franklin Telegraph Company.....	Telegrams	27 81
14	Western Union Telegraph Company.....	do	117 44
24	Adams Express Company.....	Express charges.....	4 30
30	Washington and Georgetown Railroad Company.	500 tickets.....	25 00
30	Metropolitan Railroad Company	do	25 00
1875.			
Jan. 8	D. Pullman	Freight	1 65
13	Franklin Telegraph Company.....	Telegrams	27 11
13	Western Union Telegraph Company.....	do	232 10
14	Washington and Georgetown Railroad Company.	500 tickets.....	25 00
19	Columbia Railroad Company	do	25 00
21	Metropolitan Railroad Company	do	25 00
Feb. 4	Western Union Telegraph Company.....	Telegrams	2 98
5	Washington and Georgetown Railroad Company.	500 tickets.....	25 00
6	Metropolitan Railroad Company	do	25 00
8	C. H. Horner	Freight	2 14
10	Adams Express Company	Express charges.....	32 70
12	Washington and Georgetown Railroad Company.	500 tickets.....	25 00
15	Franklin Telegraph Company.....	Telegrams	24 08
17	Western Union Telegraph Company.....	do	169 34
19	Adams Express Company	Express charges.....	18 90
22	do	do	4 50
Mar. 1	Washington and Georgetown Railroad Company.	500 tickets.....	25 00
2	W. B. Moses	Freight	10 00
5	Metropolitan Railroad Company	500 tickets.....	25 00
11	Western Union Telegraph Company.....	Telegrams	128 64
11	Washington and Georgetown Railroad Company.	500 tickets.....	25 00
12	Columbia Railroad Company.....	do	25 00
12	W. S. Mitchell & Co	Freight	18 95
13	Metropolitan Railroad Company	500 tickets.....	25 00
23	Adams Express Company.....	Express charges.....	16 85
23	Baltimore and Potomac Railroad Company.	Freight	75
Apr. 8	Franklin Telegraph Company.....	Telegrams	52 96
8	Baltimore and Potomac Railroad Co.	Freight	5 55
8	Western Union Telegraph Company.....	Telegrams	188 85
16	Adams Express Company	Express charges.....	14 75
21	Western Union Telegraph Company.....	Telegrams	4 56
22	Metropolitan Railroad Company	500 tickets.....	25 00
22	Washington and Georgetown Railroad Company.	do	25 00
May 11	Atlantic and Pacific Telegraph Company.	Telegrams	5 86
12	Adams Express Company.....	Express charges.....	13 70
14	Western Union Telegraph Company.....	Telegrams	162 35
17	Baltimore and Potomac Railroad Company.	Freight	5 66
19	Metropolitan Railroad Company	500 tickets.....	25 00
19	Columbia Railroad Company.....	300 tickets	15 00
19	Washington and Georgetown Railroad Company.	500 tickets	25 00
21	Atlantic and Pacific Railroad Co....	Telegrams	9 34
June 12	R. P. A. Denhan.....	Freight	34 90
14	Washington and Georgetown Railroad Company.	300 tickets	15 00
14	Western Union Telegraph Company.....	Telegrams	265 30
16	Atlantic and Pacific Telegraph Co....	do	29 77
17	Metropolitan Railroad Company.....	200 tickets.....	10 00
22	Adams Express Company	Express charges.....	55 68
30	Western Union Telegraph Company.....	Telegrams	28 73
30	do	do	7 82
30	do	do	10 99
			47 54
30	Washington and Georgetown Railroad Company.	500 tickets	25 00
30	Adams Express Company	Express charges.....	15 50
30	D. Pullman	Freight	1 62
30	Western Union Telegraph Company.....	Telegrams	259 85
30	Atlantic and Pacific Telegraph Co....	do	27 34
1874.			
July 31	John L. Kidwell.....	Rent	416 66
31	W. S. Thompson	do	200 00

6 CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874.			
Aug. 4	Harriet McKean	Rent	\$100 00
Sept. 1	John L. Kidwell	do	416 66
1	Harriet McKean	do	100 00
2	W. S. Thompson	do	200 00
30	John L. Kidwell	do	416 66
Oct. 1	Harriet McKean	do	100 00
2	James Towles	do	300 00
3	W. S. Thompson	do	200 00
26	W. J. Murtagh	do	1,100 00
31	John L. Kidwell	do	416 66
Nov. 2	Harriet McKean	do	100 00
4	W. S. Thompson	do	200 00
9	W. J. Murtagh	do	275 00
30	Harriet McKean	do	100 00
Dec. 2	John L. Kidwell	do	416 66
3	W. S. Thompson	do	200 00
10	W. J. Murtagh	do	275 00
30	Harriet McKean	do	100 00
31	John L. Kidwell	do	416 66
1875.			
Jan. 2	James Towles	do	300 00
6	W. S. Thompson	do	200 00
30	John L. Kidwell	do	416 66
Feb. 1	Harriet McKean	do	100 00
5	W. S. Thompson	do	200 00
27	John L. Kidwell	do	416 66
Mar. 2	Harriet McKean	do	100 00
13	W. S. Thompson	do	200 00
31	Harriet McKean	do	100 00
31	John L. Kidwell	do	416 66
April 1	W. J. Murtagh	do	825 00
1	James Towles	do	300 00
7	W. S. Thompson	do	200 00
30	Harriet McKean	do	100 00
30	John L. Kidwell	do	416 66
May 4	W. S. Thompson	do	200 00
31	John L. Kidwell	do	416 74
31	Harriet McKean	do	100 00
June 3	W. S. Thompson	do	200 00
23	John L. Kidwell	do	416 66
30	W. J. Murtagh	do	825 00
30	W. S. Thompson	do	200 00
30	James Towles	do	300 00
30	Harriet McKean	do	100 00
1874.			
July 14	R. B. Harrison	2,970 pounds hay	32 67
15	P. Sullivan	Care of horses and wagons	270 00
16	Richard Hill	Care of 1 horse	25 00
27	Beavans & Shaw	200 bushels oats	136 00
31	J. McDermott & Bros	Repairing carriages, &c.	46 75
31	J. F. Doran	Shoeing horses	16 75
31	Beall & Shoemaker	Meal and bran	27 00
Aug. 3	P. Sullivan	Care of horses, &c.	263 75
5	John B. McKay	Horse-medicine, &c.	29 75
6	B. Simpson	1,650 pounds straw	9 90
6	Thomas Norfleet	Repairing harness	49 63
10	Thomas Walsh	2,290 pounds hay	25 19
19	T. W. Murphy	Shoeing horses	47 87
24	Beavans & Shaw	300 bushels oats	219 00
25	J. C. Wiswall & Co.	3 boxes	1 00
27	S. P. Lee	3,165 pounds hay	34 81
29	B. Simpson	1,730 pounds straw	10 40
31	P. Sullivan	Care of horses, &c.	257 50
Sept. 1	J. McDermott & Bros	Repairing carriages, &c.	256 10
1	Beall & Shoemaker	Meal and bran	25 50
1	S. P. Lee	6,880 pounds hay	79 12
1	T. W. Murphy	Shoeing horses	36 37
2	T. Norfleet	Repairing harness	46 75
7	J. F. Doran	Shoeing horses	2 00
7	R. Hill	Care of horses	50 00
7	Beavans & Shaw	200 bushels oats	140 00
15	P. Sullivan	Care of horses, &c.	120 00
Oct. 2	R. Hill	Care of horse	25 00
2	T. W. Murphy	Shoeing horses	30 00
3	J. McDermott & Bros	Repairing wagon	18 00
3	P. Sullivan	Care of horses, &c.	62 00
8	Beall & Shoemaker	Meal and bran	29 75
10	John B. McKay	Horse-medicine, &c.	16 50
15	James Roach	2,805 pounds straw	16 83
31	J. McDermott & Bros	Repairing carriage	17 75

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT. 7

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874.			
Oct. 31	P. Sullivan	Care of horses	\$113 10
Nov. 2	T. W. Murphy	Shoeing horses	16 50
2	Beavans & Shaw	250 bushels oats	171 00
3	James Roach	1,560 pounds hay	14 04
5	James Williams	2,425 pounds hay	19 40
6	T. Norfleet	Repairing harness	10 25
10	R. Hill	Care of horse	25 00
13	J. McDermott & Bros	Repairing carriage	21 00
25	T. Costello	Salary as driver	58 80
28	J. McDermott & Bros	Difference in exchange of carriages	\$20 00
		Repairing wagons and carriages	90 85
			110 85
		Repairing harness	8 55
30	C. Burgess	Shoeing horses	23 25
30	T. W. Murphy	Care of horses, &c.	50 00
30	P. Sullivan	Meal and shorts	26 50
Dec. 2	Beall & Shoemaker	Care of horse	25 00
3	R. Hill	2,580 pounds hay	29 92
3	J. G. Hall	100 bushels oats	70 00
9	Beavans & Shaw	2,140 pounds straw	13 91
15	J. C. H. Brown	3,345 pounds hay	25 08
17	Ph. Case	Care of horses	62 00
23	T. Costello	Repairing wagons	26 00
30	J. McDermott & Bros	Care of wagons and horses	52 50
31	P. Sullivan		14 20
1875.		Repairing harness	36 00
Jan. 2	C. Burzer	9 barrels of corn	27 50
4	Beal & Shoemaker	Shoeing horses	
4	T. W. Murphy	Care of horse	\$25 00
5	R. Hill	Shoeing horse	21 25
			37 25
			3 00
12	L. H. Schneider	Horse-brushes	16 00
16	J. McDermott & Bros	Repairing wagon	29 00
16	J. G. Hall	2,900 pounds hay	
26	Beavans & Shaw	200 bushels oats	\$140 00
		30 bushels corn	13 50
			153 50
		Repairing wagons and carriages	34 80
29	J. McDermott & Bros	Care of horses, &c.	52 50
30	P. Sullivan	do	25 00
Feb. 1	R. Hill	Shoeing horses	30 06
1	T. W. Murphy	10 barrels corn	50 00
2	Beall & Shoemaker	Repairing harness	21 35
2	C. Burgess	1,820 pounds straw	11 83
6	John Brown	5½ barrels corn	24 75
12	Joseph Rio	100 bushels oats	72 00
20	Beavans & Shaw	Repairing carriages and wagons	11 70
23	J. McDermott & Bros	do	13 90
25	do	Care of horses, &c.	45 00
27	P. Sullivan	Repairing harness	6 55
Mar. 1	C. Burgess	Shoeing horses	30 50
2	T. W. Murphy	Care of horses	25 00
2	R. Hill	2,730 pounds hay	30 03
20	John Wood	25 pounds horse-food	2 00
27	G. A. Muntz	Repairing wagons, &c	32 35
30	J. McDermott & Bros	35 bushels corn	\$31 50
31	Beavans & Shaw	100 bushels oats	72 00
		15 bushels meal	13 50
		15 bushels bran	5 25
			122 25
		Care of horses	52 50
Apr. 1	P. Sullivan	Shoeing horses	27 12
1	T. W. Murphy	Repairing harness	8 25
1	C. Burgess	Care of horse	2 00
3	A. B. Dennis & Co	Care of horses	25 00
3	R. Hill	1,430 pounds hay	17 16
15	S. Godfrey	3,180 pounds straw	22 89
20	G. Mulnix	3,100 pounds hay	35 65
24	G. Watkins	2,410 pounds hay	27 71
24	W. Piles	Care of horses, &c.	50 00
30	P. Sullivan	Repairing harness	12 90
30	C. Burgess	Repairing carriages	33 65
30	J. McDermott & Bros	22 bushels corn	\$19 00
May 1	Beavans & Shaw	2 bushels bran	70
		100 bushels oats	75 00
			94 70
		Care of horses	25 00
3	R. Hill	Shoeing horses	20 75
4	T. W. Murphy	Saddle-cloth	2 50
5	T. Norfleet	Care of horses	52 50
28	P. Sullivan	Horse-medicine	23 00
31	W. E. Cleaver		

8 CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1875.			
June 1	Beall & Shoemaker.....	Meal and bran.....	\$18 75
1	C. Burgess.....	Repairing harness.....	4 25
2	T. W. Murphy.....	Shoeing horses.....	22 00
2	Beavans & Shaw.....	Corn and oats.....	49 00
3	R. Hill.....	Care of horses.....	25 00
6	J. F. Doran.....	Shoeing horses.....	19 13
18	W. E. Cleaver.....	Doctoring horse.....	19 00
30	P. Sullivan.....	Care of horse and wagon.....	55 84
30	C. Burgess.....	Repairing harness.....	10 60
30	J. McDermott & Bros.....	Repairing wagons, &c.....	200 75
30	R. Hill.....	Care of horses, &c.....	25 00
30	T. W. Murphy.....	Shoeing horses.....	18 00
1874.			
July 31	J. McDermott & Bros.....	Ice tongs.....	6 00
31	Great Falls Ice Company.....	Ice.....	859 15
Aug. 13	E. W. Woodruff.....	4 dozen file-holders.....	42 00
25	do.....	100 file-holders.....	85 00
Sept. 1	Great Falls Ice Company.....	Ice.....	766 61
4	E. Woodruff.....	102 file-holders.....	86 66
15	M. W. Galt, Brother & Co.....	2 ice-pitchers.....	25 00
30	Great Falls Ice Company.....	96,300 pounds ice.....	712 62
7	E. W. Woodruff.....	3 dozen file-holders.....	60 00
20	J. Dennis, jr.....	175 self-binders.....	262 50
30	Great Falls Ice Company.....	81,540 pounds ice.....	603 39
Nov. 6	E. W. Woodruff.....	75 file-holders.....	62 50
21	do.....	4 dozen file-holders.....	40 00
Dec. 4	Great Falls Ice Company.....	Ice, November.....	475 33
8	James McDermott.....	33 days' labor.....	66 00
18	E. W. Woodruff.....	66 file-holders.....	56 00
1875.			
Jan. 2	Great Falls Ice Company.....	67,390 pounds ice, at 74 cents per 100 pounds.....	498 68
9	James McDermott.....	25 days' labor.....	50 00
30	Walter Dayton.....	11 days' labor.....	22 00
Feb. 2	Great Falls Ice Company.....	58,100 pounds ice.....	429 92
5	H. Hammerschlag.....	4 paper boxes.....	3 00
5	L. H. Schneider.....	Repairing sprinkler.....	4 25
5	E. W. Woodruff.....	50 file-holders.....	41 17
10	M. W. Galt, Brother & Co.....	2 clocks.....	50 00
11	E. W. Woodruff.....	50 file-holders.....	62 50
26	William Stark.....	10 days' labor.....	20 00
26	Walter Dayton.....	23 days' labor.....	46 00
Mar. 2	Great Falls Ice Company.....	56,591 pounds ice, at 74 cents per 100 pounds.....	419 08
8	E. W. Woodruff.....	24 file-holders.....	20 00
15	Gilbert Clock Company.....	1 regulator.....	13 47
24	Hahl, Gibbon & Co.....	Repairing electric clocks.....	26 85
31	William Dayton.....	27 days' labor.....	54 00
31	William Stark.....	25½ days' labor.....	51 00
April 1	Great Falls Ice Company.....	65,345 pounds ice.....	483 51
3	Chronicle Publishing Company.....	Advertising.....	33 00
7	W. J. Murtagh.....	do.....	31 00
24	James J. Boyd.....	2½ days' labor.....	5 00
30	Samuel G. Hunter.....	11 days' labor.....	22 00
30	Walter Dayton.....	26 days' labor.....	52 00
30	James J. Boyd.....	16½ days' labor.....	33 00
May 1	Great Falls Ice Company.....	64,736 pounds ice.....	213 63
7	E. W. Woodruff.....	31 file-holders.....	25 83
13	James J. Boyd.....	11 days' labor.....	22 00
25	E. W. Woodruff.....	37 file-holders.....	32 83
28	Walter Dayton.....	26 days' labor.....	52 00
28	Samuel G. Hunter.....	do.....	52 00
June 2	Great Falls Ice Company.....	Ice in May.....	234 02
4	M. W. Galt, Brother & Co.....	1 clock.....	25 00
9	John Saul.....	Plants for garden, &c.....	53 32
12	E. W. Woodruff.....	100 file-holders.....	125 00
16	David J. Saunders.....	Plants for garden.....	45 00
18	E. W. Woodruff.....	2½ dozen file-holders.....	25 00
30	Samuel G. Hunter.....	27 days' labor.....	54 00
30	Walter Dayton.....	do.....	52 00
30	Great Falls Ice Company.....	Ice for June.....	326 03
30	H. F. Beddle.....	8 days' labor.....	16 00
30	William Hawthorn.....	do.....	16 00
July 17	Evening Star.....	Advertising.....	35 75
24	E. W. Woodruff.....	File-holders.....	3 00
1874.			
July 7	Johnson Brothers.....	85 120-2240 tons coal.....	\$522 22
7	do.....	239 70-2240 tons coal.....	1,467 65
			1,989 87
9	L. W. Guinand.....	37 1230-2240 tons coal.....	206 14
9	Johnson Brothers.....	180 1840-2240 tons coal.....	1,110 24
15	L. W. Guinand.....	2 1920-2240 tons coal.....	15 68

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT. 9

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874.			
July 15	R. T. Hieston	Stowing 600 tons coal.....	\$204 00
15	do	42 3-32 cords of wood.....	188 58
			\$392 58
21	Johnson Brothers.....	244 1950-2240 tons coal.....	1,503 50
22	do	262 810-2240 tons coal.....	1,610 90
22	R. T. Hieston	Stowing 500 tons coal.....	170 00
30	Johnson Brothers.....	127 1040-2240 tons coal.....	782 63
30	R. T. Hieston	97 1280-2240 tons coal.....	\$473 22
Aug. 1	do	Sawing and stowing wood.....	140 60
			613 82
1	do	Stowing coal.....	102 85
1	Johnson Bros.	61 1200-2240 tons coal.....	377 82
1	R. T. Hieston	32 23-256 cords wood.....	143 76
7	L. W. Guinand.....	25 1-16 cords wood.....	146 11
12	R. T. Hieston	Sawing and stowing wood.....	47 50
Nov. 5	L. H. Schneider	1 folding-fender.....	8 50
Dec. 18	R. T. Hieston	Stowing coal.....	\$33 90
18	do	1 1800-2240 tons coal.....	9 90
18	do	98 2200-2240 tons coal.....	480 06
			523 86
1875.			
Jan. 9	Thomas Somerville	Repairs on engines and boilers.....	68 80
16	James McDermott.....	15 days' labor.....	30 00
22	R. T. Hieston	16 1110-2240 tons coal.....	\$101 28
22	do	2 tons coal.....	16 00
22	do	Stowing 18 1110-2240 tons coal.....	6 28
			123 56
Feb. 4	Hamilton & Pearson.....	1 gas-stove.....	12 50
20	R. T. Hieston	Stowing coal.....	\$1 95
20	do	5 1690-2240 tons coal.....	31 56
			33 51
Mar. 6	do	4 20-2240 tons coal.....	\$27 07
6	do	Stowing coal.....	1 36
18	do	215 1270-2240 tons coal.....	1,040 65
18	do	Stowing coal.....	72 95
			1,142 03
22	Dickson & King.....	3 60-2240 tons coal and stowing.....	43 39
24	R. T. Hieston	6 2170-2240 tons coal.....	37 99
29	Adamson & Commagere.....	14 gross matches.....	33 00
Apr. 3	W. H. Silver	2 flue-cleaners.....	9 00
May 11	R. T. Hieston	Wood and coal.....	61 31
June 1	John W. Rice & Co.	1 dozen flue-brushes.....	33 00
30	Isaac H. Bell.....	Stowing coal.....	44 41
30	do	do.....	101 59
30	do	do.....	110 25
30	do	do.....	47 25
30	do	do.....	63 00
30	do	do.....	105 53
30	W. W. Given	298 1190-2240 tons coal.....	2,012 57
1874.			
July 31	Washington Gas-Light Company.....	Gas for July.....	1,130 75
Aug. 11	do	Work and material for Winder's building.....	13 50
Sept. 2	do	Gas.....	1,210 50
Oct. 3	do	do.....	1,360 25
Oct. 10	George W. Goodale.....	Gas fitting, Winder's building.....	50 00
23	Hamilton & Pearson.....	Gas fitting, &c.....	37 25
Nov. 3	Washington Gas-Light Company.....	Gas.....	1,534 00
17	G. W. Goodale	1 gas-saving governor.....	125 00
Dec. 2	Washington Gas-Light Company.....	Gas.....	1,513 25
1875.			
Jan. 4	do	do.....	1,711 75
19	A. R. Shepherd & Co.....	Drop-light and fixtures.....	13 75
25	Webb & Beveridge.....	½ dozen extension holders.....	15 60
Feb. 3	Washington Gas-Light Company.....	Gas.....	1,810 50
13	Watson Bros.....	6 lanterns.....	30 00
Mar. 2	Washington Gas-Light Company.....	Gas.....	1,528 00
Apr. 2	do	do.....	1,518 25
2	Webb & Beveridge.....	Lamps, shades, and burners.....	9 95
May 4	Washington Gas-Light Company.....	Gas.....	1,570 75
June 2	do	do.....	1,309 00
30	do	do.....	1,259 25
July 14	Mrs. W. H. Godey.....	14 barrels lime.....	19 60
1874.			
July 31	H. Blau.....	Making and laying matting.....	62 25
Aug. 25	J. C. Wiswall & Co.....	25 yards oil-cloth.....	50 00
Sept. 1	H. Blau	Repairing and laying matting, &c.....	36 25
28	W. S. Mitchell & Co.....	160 yards matting, at 55 cents.....	\$88 00
		100½ yds. Brussels carpet, at \$2.10.....	210 52
		120 yards matting, at 55 cents.....	66 00
		3 pieces binding.....	3 00
		176 yards oil-cloth, at \$1.50.....	264 00
		1,522½ yds. Brussels carpet, at \$2.05.....	3,121 63
		30 yards 6-4 matting, at \$1.42.....	42 60
			3,795 75

10 CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874.			
Oct. 2	H. Blau	Laying carpets, &c	\$122 02
3	Lorenzo Rice	Cleaning carpets	\$72 30
3	do	do	43 35
			115 65
7	New York Carpet Renovating Co	do	7 00
30	H. Blau	Repairing and laying carpets	\$72 97
30	do	do	146 62
30	do	do	108 70
			328 29
Nov. 30	do	Making and laying carpets	89 50
Dec. 5	Lorenzo Rice	Cleaning carpets	13 35
9	W. S. Mitchell & Co.	816½ yards carpet, at \$2.05	\$1,674 33
		68½ yards oil-cloth, at \$1.35	92 25
		37 yards floor-linen, at \$1.25	46 25
			1,812 83
30	H. Blau	Making and laying carpets	93 26
1875.			
Jan. 5	do	do	114 32
5	W. S. Mitchell & Co.	1,008½ yards of carpet, at \$2.05	\$2,066 91
		20 yards of oil-cloth, at \$1.35	27 00
			2,093 91
8	Lorenzo Rice	Cleaning carpets	19 40
14	W. S. Mitchell & Co.	182½ yards of carpet	374 12
Feb. 1	H. Blau	Making and laying carpet	79 17
28	do	Repairing and laying carpets	120 04
Mar. 1	W. S. Mitchell	37 yards carpet	\$55 50
		25 yards oil-cloth	33 75
			89 25
12	do	247½ yards matting	300 79
27	do	136½ yards matting	116 02
31	H. S. Blau	Making and laying carpet	90 24
Apr. 2	Lorenzo Rice	Cleaning carpets	22 35
30	H. Blau	Repairing and fitting carpets	64 27
May 4	Lorenzo Rice	Cleaning carpets	41 75
June 1	H. Blau	Repairing and laying carpets	57 32
3	Thomas Dowling	30 yards of oil cloth	12 75
3	do	158 yards of carpet	276 50
3	W. S. Mitchell & Co.	20 yards of oil-cloth	30 00
		385 yards of matting	\$288 75
		1 piece binding	4 50
			293 25
30	H. Blau	Repairing and laying carpets	136 98
30	W. S. Mitchell	164 yards of matting	\$123 00
30	do	277½ yards of carpet	588 13
			711 13
30	Lorenzo Rice	Cleaning carpets	\$75 25
30	do	do	33 45
			108 70
30	W. S. Mitchell	271 yards carpet, at \$2.05	\$555 55
		80 yards matting, at 75 cents	60 00
		2 7-9 yards oil-cloth	4 16
			619 71
1874.			
July 31	Virginia Lammond	Caning and covering chairs	49 40
31	J. W. McKnight & Co.	3 wash-stands	67 50
31	Pay-roll of	Cabinet-shop	1,282 17
Aug. 3	L. H. Schneider	2 dozen Yale locks	\$28 80
3	do	½ dozen drawer-locks	6 38
			35 18
7	C. T. Smith	Making case	126 00
8	L. H. Schneider	½ dozen drawer-locks	\$6 37
		½ dozen drawer-locks	10 50
		½ dozen hand-saws	14 50
		6 gross screws	3 36
		6 dozen Yale desk-locks	86 40
			121 13
8	N. B. Fugitt	Pine lumber	166 46
24	George Ryneal, jr	Merchandise	104 09
29	N. B. Fugitt	Pine and poplar lumber	185 96
31	Pay-roll of	Cabinet-shop	1,298 21
Sept. 1	Virginia Lammond	Caning and covering chairs	107 30
1	F. W. Kosack	Carving pulls and case	24 50
10	L. H. Schneider	Screws, bolts, handles, &c	\$89 88
		4 Yale locks	6 60
			96 48
30	N. B. Fugitt	Lumber	79 28
30	Pay-roll of	Cabinet-shop	1,515 27
Oct. 1	Virginia Lammond	Caning and covering chairs	32 05
5	N. B. Fugitt	1,344 feet white-pine lumber	53 76
7	L. H. Schneider	1 pair bronze hinges	\$3 65
		1 pair bronze knobs	3 00

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT. 11

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874. Oct. 7	L. H. Schneider	1 mortise-latch \$0 60 60 iron bolts 3 75 1 set of casters 1 00 6 dozen case-fastenings 135 00 6 wardrobe-locks 5 40	\$152 40
7	Thompson & Co.	2 dozen springs \$3 25 1 gross buttons 1 30 10 pounds white hair 10 00 1 piece of webbing 3 50 56 yards of duck 39 72 1 gross Japanned buttons 25 1 hide green leather 22 50	80 52 14 70 5 60
10	L. H. Hopkins	21 bunches of cane.....	
14	Daniel Smith	112 feet of molding \$60 00	
17	J. W. McKnight	1 slip-top desk 60 00 do 170 00 10 tables.....	290 00 377 98
20	Willard, Hawse & Co	2,319 feet of mahogany	
22	H. O. Towles.....	7 walnut chairs..... \$84 00 1 marble-top table 13 00 1 mattress..... 3 00	100 00 263 17 75 55 17 24
Nov. 31	N. B. Fugitt	Pine and poplar lumber.....	
2	Virginia Lammond.....	Caning and covering chairs.....	
13	George Ryneal, jr.....	Wood filling, glass, molding, &c..... \$16 80	
6	L. H. Schneider.....	24 sets of casters..... 2 00 2 dozen hatchet-handles 9 00 1 dozen brass-flush handles 5 55 1 grindstone.....	33 35
14	G. M. Wight.....	1 revolving chair \$21 00 3 revolving spring-chairs 42 00	63 00 45 00 170 00 5 10 73 81 1,398 52
14	W. B. Moses	1 walnut desk	
19	J. W. McKnight & Co.....	10 counting-tables	
25	F. W. Hosack	Carving handles and brackets	
30	N. B. Fugitt.....	1,516 feet of lumber	
30	Pay-roll of	Cabinet-shop	
Dec. 3	L. H. Schneider	1 mortise-lock \$0 70 6 pair chest-hinges 1 50 2 18 inch Webb saws 70 2 dozen pair brass butts 2 70 8 cupboard catches..... 2 40	8 00 50 15 175 00 57 66
8	Virginia Lammond.....	Caning and covering chairs.....	
9	L. B. Middleton	Enlarging cases	
18	J. C. Wiswall & Co.....	57½ yards of merino..... \$170 00	
24	J. W. McKnight & Co.....	10 walnut desks 32 00 2 walnut desks	202 00
26	N. B. Fugitt.....	5,264 feet of lumber \$324 38 2,516 feet of lumber 176 12	500 50 75 00 1,574 22
29	Wash. B. Williams.....	1 walnut desk	
31	Pay-roll of	Cabinet-shop	
1875. Jan. 2	George Ryneal, jr.....	50 pounds gum-shellac.....	48 50 99 00
5	Virginia Lammond.....	Caning and covering chairs..... \$5 60	
12	L. H. Schneider	1 dozen brass locks 2 40 6 sets casters..... 2 10 6 locks	10 10 45 50 57 50 58 00 1,430 95 80 80
30	James M. Kemp	13 days' work making cases	
30	Thomas Langhorn	23 days' work repairing furniture	
30	J. W. McKnight & Co.....	4 walnut chairs.....	
30	Pay-roll of	Cabinet-shop	
Feb. 2	Virginia Lammond.....	Caning and covering chairs..... \$60 00	
3	H. O. Towles.....	18 walnut chairs..... 64 00 4 wash-stands, marble-top..... 64 00 do 34 00 1 dozen brace-chairs..... 5 25 ½ dozen towel-racks 175 00 35 walnut chairs.....	402 25
3	G. M. Wight	6 high stools..... \$29 50 1 large desk 75 00	104 50 8 40 36 65
4	L. H. Hopkins.....	12 bundles of cane.....	
5	L. H. Schneider	Material for cabinet-shop.....	

12 CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1875.			
Feb. 9	F. W. Hosack	Carving drawer-pulls	\$10 80
24	Thompson & Co	Material for cabinet-shop	59 95
Mar. 1	N. B. Fugitt	5,884 feet pine lumber	371 19
2	Virginia Lammond	Caning and covering chairs	88 50
5	Thompson & Co	Material for cabinet-shop	32 95
6	H. O. Towles	11 walnut chairs	102 00
6	L. H. Schneider	Material for cabinet-shop	32 05
23	J. W. McKnight & Co	11 high stools..... \$54 50 1 walnut chair..... 25 00	79 50
26	F. W. Hosack	Carving cases	34 00
30	Mrs. A. Walter	Making cloth cushions	5 00
31	Pay-roll of	Cabinet-shop	1,562 58
April 1	Virginia Lammond	Caning and covering chairs	64 00
1	H. O. Towles	2 walnut chairs..... \$20 00 3 wash-stands..... 48 00	68 00
1	N. B. Fugitt	1,467 feet of pine lumber	98 42
1	L. H. Schneider	Material for cabinet-shop	96 07
1	E. H. King	1 book-case	170 00
6	George Ryneal, jr	Material for cabinet-shop	87 95
29	N. B. Fugitt	Pine lumber	218 26
30	Virginia Lammond	Caning and covering chairs	66 85
30	Pay-roll of	Cabinet-shop	1,394 39
May 3	H. O. Towles	6 walnut chairs	72 00
10	J. W. McKnight & Co	5 stools..... \$24 00 4 wash-stands, walnut..... 64 00	88 00
10	L. H. Schneider	Material for cabinet-shop	20 80
10	Thompson & Co	do	35 93
27	E. A. Boyd	2 mirrors	293 48
28	J. W. McKnight & Co	2 walnut chairs	50 00
31	N. B. Fugitt	Lumber for cabinet-shop	221 86
31	Virginia Lammond	Caning and covering chairs	69 00
June 2	J. C. Wiswall & Co	34½ yards of merino	34 13
3	G. M. Wight	1 walnut desk	75 00
3	Thomas Dowling	3 book-cases..... \$103 00 1 chair..... 2 00	105 00
4	Thompson & Co	Material for cabinet-shop	16 38
4	L. H. Schneider	do	68 55
9	J. W. McKnight & Co	2 walnut tables	30 00
10	D. P. Hickling	12 fans	1 20
17	Smith & Campion	1 lounge, \$70; 4 chairs, \$112	182 00
25	J. W. McKnight & Co	4 walnut chairs	66 00
29	N. B. Fugitt	3,020 feet of lumber	150 97
29	Thompson & Co	Material for cabinet-shop	41 60
30	Pay-roll of	Cabinet-shop	1,520 19
30	L. H. Schneider	Material for cabinet-shop	9 71
30	H. O. Towles	Chair, \$16; table, \$11	27 00
30	Virginia Lammond	Caning and covering chairs	57 30
30	H. O. Towles	3 chairs, \$30; 1 chair, \$16	46 00
30	George Ryneal, jr	Material for cabinet-shop	119 25
30	J. W. McKnight & Co	Furniture, &c	256 50
30	M. A. Walter	Making cushions	11 00
30	E. Pickerell	1,352 feet of cherry lumber	109 60
30	J. C. Wiswall & Co	105½ yards of blue cloth..... \$476 44 216 yards of duck..... 162 00	638 44
1874.			
July 11	Thomas P. Simpson	1 black horse	260 00
14	J. C. Wiswall & Co	301 yards of muslin	48 16
15	Bridget Farrell	Assorting waste-paper	27 24
15	Harriet Warren	do	27 24
15	D. I. Saunders	300 petunia plants	30 00
15	W. J. Murtagh	Advertising	27 50
21	J. C. Wiswall & Co	44½ yards of shoe-duck..... \$8 95 48 yards of cotton..... 8 64 50½ yards of cotton..... 17 77 37 yards of cotton..... 13 87 42½ yards of cotton..... 17 10 750 yards of crash..... 93 75 39½ yards of sheeting..... 19 75	179 83
22	Bradley, Keyser & Painter	Cleaning privy	1 00
23	M. G. Copeland	Awnings, &c	464 40
31	do	3 awnings	18 00
31	Mrs. L. B. Patterson	Making table covers	3 50
31	T. C. Basher & Co	1 water ring	3 00
31	L. W. Guinaud	2 barrels of lime	2 80
31	Harriet Warren	Assorting waste-paper	42 79

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT. 13

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874.			
July 31	Bridget Farrell.....	Assorting waste-paper.....	\$42 79
31	W. D. Wyvill.....	Crank for street-washer.....	\$2 50
		Lining ice-box.....	8 00
		Bottom in bucket.....	75
		Repairing ice-box and wash-stand.....	3 00
		7 pounds of zinc.....	1 40
			15 65
31	John McDermott & Bros.....	Repairing trucks, &c.....	120 50
31	Employés laundry.....	Pay-roll for July.....	471 99
Aug. 3	Jerry Gant.....	27 days' hauling.....	67 50
4	J. Echternach.....	1 Little Giant injector for steam-boiler.....	55 00
6	L. H. Schneider.....	2 dozen brass hinges.....	\$2 00
		200 pounds Irish glue.....	80 00
		2 pair of hinges.....	36
		6 hasps and staples.....	85
		36 pair brass hinges.....	4 05
		Repairing hose-pipe.....	75
		1 conductor's punch.....	1 50
			89 51
7	H. I. Hart & Son.....	50 pounds insect-powder.....	75 00
8	L. H. Schneider.....	Tacks, gum, tubes, and needles.....	\$37 66
		Hooks and eyes and handles.....	40 50
		2 dozen pairs of hinges.....	2 75
		Nails and plane-irons.....	30 45
		Keys, hatchets, wrenches, &c.....	39 43
		6 dozen pairs of brass hinges.....	7 50
			158 29
12	B. W. Reed & Sons.....	Merchandise.....	77 20
14	James Febault.....	Sundries.....	1 50
24	George Ryneal, jr.....	50 pounds of glue.....	\$24 25
		Alcohol and linseed-oil.....	29 00
		100 pounds of whiting.....	3 00
			56 26
24	W. G. Maxwell.....	18 feet of $\frac{3}{4}$ R. L. belt.....	4 86
31	J. W. Boteler & Bro.....	24 feather dusters.....	69 75
31	Bureau of Engraving and Printing.....	Repairing punches.....	26 70
31	Employés laundry.....	Pay-roll for August.....	442 83
Sept. 1	Jerry Gant.....	26 days' hauling.....	65 00
1	Harriet Warren.....	Assorting waste-paper.....	46 94
1	Bridget Farrell.....	do.....	46 94
5	James Faye.....	12 book-racks.....	36 00
7	L. F. Clark.....	3 pieces of shade-cord.....	\$5 25
		Shades for sky-lights, &c.....	45 00
			50 25
10	L. H. Schneider.....	1 gong-bell and fixtures.....	1 90
		Screws, bolts, and locks.....	75
		1 wooden spigot.....	18
			2 83
11	J. C. Wiswall & Co.....	1 ream pasteboard.....	57 70
		12 spools of thread.....	1 50
		1 bale of cotton-bats.....	12 50
		24 combs.....	18 00
		24 whisk-brooms.....	6 00
			95 60
14	John McDermott & Bros.....	Repairing truck.....	20 00
		Iron straps on box.....	12 00
		New truck.....	20 00
		Repairing grass-picks.....	2 50
			54 50
14	W. D. Wyvill.....	Bottom in bucket.....	75
		Covering table with zinc.....	4 50
		Repairing three buckets.....	1 50
			6 75
15	B. W. Reed & Sons.....	Merchandise.....	342 57
21	W. D. Wyvill.....	W. C. stands and tin pails.....	99 12
21	James Febault.....	Sundries.....	2 65
30	Bridget Farrell.....	Assorting waste-paper.....	37 13
30	Harriet Warren.....	do.....	37 13
30	Employés laundry.....	Pay-roll for September.....	399 51
Oct. 1	Joseph L. Savage.....	198 Colt's cartridges.....	3 46
1	H. H. Hempler.....	6 thermometers.....	7 50
1	Jerry Gant.....	26 days' hauling.....	65 00
2	Bureau of Engraving and Printing.....		14 65
3	J. W. Boteler & Bro.....	12 feather dusters.....	\$33 50
		6 match-safes.....	4 50
		12 chamois-skins.....	7 50
		2 step-ladders.....	13 50
		12 feather dusters.....	36 50
		8 cuspadores.....	6 75
		1 ice-pitcher.....	8 50
			110 75

14 CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874.			
Oct. 3	A. J. Joyce.....	Repairing carriage	\$29 95
5	W. S. Thompson	5 pounds of blue-stone..... \$1 75	
		4 bottles	50
		Horse-medicine	1 10
		2 pounds of borax.....	1 00
			4 35
7	L. H. Schneider.....	1 gong-bell and pull..... 6 00	
		2 yards of brass chain..... 68	
			6 68
10	Thomas Norfleet.....	Repairing harness, &c.....	17 37
13	do	1 mail-bag, straps, &c.....	22 20
18	J. C. Wiswall & Co.....	6 pieces of tape..... \$0 90	
		1 pound of thread..... 2 00	
		3 pairs of blankets	10 50
			13 40
19	M. G. Copeland	2 awnings	12 00
		1 shade.....	2 00
			14 00
23	G. W. Goodall	Repairing water-closets	16 00
23	Thomas Somerville	Repairs to engines and boilers	40 10
28	John Saul	450 hyacinths	45 00
30	W. L. Wall & Co.....	Commission on sale of horse.....	3 42
31	John McDermott & Bro.....	Repairing trucks, &c.....	43 00
31	Employés laundry	Pay for October.....	434 69
Nov. 2	Jerry Gant	27 days' hauling.....	67 50
3	J. W. Boteler & Bro.....	4 dozen feather dusters..... \$146 00	
		1 gross mucilage-brushes..... 7 50	
		4 dozen whisk-brooms..... 12 00	
		3 dozen dust pans..... 6 00	
		2 dozen nail-brushes..... 7 00	
		24 gross of matches..... 75 60	
		1 basin, waiter, and ewer	8 00
			262 10
4	D. F. Moran	Varnishing maps.....	10 00
5	G. W. Goodall	Repairing water-closet	15 00
5	Harriet Warren	Assorting waste-paper	33 20
5	Bridget Farrell.....	do	33 20
5	B. W. Reed & Sons.....	6 boxes axle-grease..... \$0 75	
		2 baskets.....	5 00
		24 hair-brushes.....	18 00
			23 75
9	A. V. S. Smith	600 yards of picture-cord	72 00
13	George Ryneal, jr.....	1 quart black varnish..... \$0 40	
		Repairing lanterns..... 75	
		15 lights of glass	10 23
		42½ gallons turpentine..... 22 10	
		12 marking-brushes	2 00
			35 48
6	L. H. Schneider	6 cold-chisels	7 50
		1 pair of strap-hinges..... 25	
		1 gong-bell	1 65
		1 door-spring.....	65
		2 pair of butts, 6 holdfasts..... 80	
		2 brass catches	80
		24 screw-drivers	9 15
		1 pair of stocks and dies..... 16 00	
		6 dozen papers of tacks	5 70
		6 coal-hods	7 50
			50 00
16	Odorless Excavating Company.....	Removing night-soil.....	1 00
19	Henry Ansley	36 badge-pins..... \$3 00	
		12 bars solder.....	4 00
			7 00
21	L. F. Clark	25 pairs of window-shades..... 150 00	
		4 dozen tassels	10 50
		½ gross picture-nails..... 2 50	
		6 pieces worsted cord..... 10 50	
			173 50
23	C. C. Bryan	10 dozen brooms	47 50
25	John Van Wyck	5 loads of sand	1 25
28	Duncanson Brothers.....	Commission on sales	\$14 72
		Advertising, Chronicle, Republican, and Star..... 27 38	
			42 10
28	John McDermott & Bro	Repairing trucks	9 00
30	H. H. Hempler.....	15 thermometers	18 75
30	Kalb Brothers	40 gallons alcohol..... \$88 00	
		½ dozen hair-brushes	5 00
			93 00
30	Jerry Gant	24 days' hauling.....	60 00

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT. 15

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1874. Nov. 30	W. D. Wyvill.....	Repairing buckets, (Superintend't) \$1 50 Repairing boxes, (Internal Rev.).. 1 50 Water-cooler..... 3 50 Check-cutter..... 50 Making box..... 75 Water-cooler, (Currency)..... 2 50 1 No. 12 magnet and pipe..... 16 75 Galvanized chimney..... 20 00 2 joints pipe, (Third Auditor)..... 1 00 1 pitcher-stand..... 13 50 2 brass fenders..... 24 00 3 pounds of wire..... 1 20 Repairing boiler..... 1 50	\$89 20 5 00 1 25 418 66 79 64 30 09 30 09
30	A. R. Shepherd & Co.....	2 wrenches.....	1 25
30	C. Burgess.....	Repairing mail-bags.....	418 66
30	Pay-roll of.....	Laundry.....	79 64
30	Bureau of Engraving and Printing.....	Assorting waste-paper.....	30 09
Dec. 2	Harriet Warren.....	do.....	30 09
2	Bridget Farrell.....	36 scrub-brushes..... \$36 00	
2	J. W. Boteler & Bro.....	12 chamois-skins..... 7 50 1 fire-screen..... 6 00 1 waste-paper basket..... 1 25 1 fire-screen..... 6 00	56 75
3	L. H. Schneider.....	1 sheet of zinc..... 2 90 2 gross blank keys..... 20 00 3½ feet gum tubing..... 1 05 4 curry-combs..... 1 60 4 horse-brushes..... 12 00	37 55 13 63
4	B. W. Reed & Sons.....	47 gallons coal-oil..... \$0 50	
15	do.....	1 spigot..... 7 50 1 dozen B. B. pails..... 144 90 5 dozen feather-dusters.....	152 90 2 00 13 80 17 00 13 25
17	Tucker & Sherman.....	10 barrels of saw-dust.....	7 00
17	R. M. Miller & Son.....	46 bushels white sand.....	133 32
18	G. W. Goodall.....	Cleaning water-pipes, &c.....	9 00
18	J. C. Wiswall & Co.....	10 pairs buck gloves..... \$3 50	4 50
19	Franklin & Co.....	1 thermometer..... 3 50 1 reading-glass.....	9 00
19	Bureau of Engraving and Printing.....	Repairs to canceling-machines.....	133 32
21	H. H. Hempler.....	1 thermometer.....	9 00
30	L. B. Patterson.....	Making table-cover and towels.....	4 50
	J. McDermott & Bros.....	Repairing trucks.....	9 00
	Bridget Farrell.....	Assorting waste-paper.....	37 44
	Harriet Warren.....	do.....	37 44
	Pay-roll of.....	Laundry.....	440 63
1875. Jan. 2	C. Burgess.....	Repairing mail-bag.....	2 00
2	Mrs. Jerry Gant.....	26 days' hauling.....	65 00
2	George Ryneal, jr.....	Glass, putty, lamp-wicks and glass.....	4 18
6	J. L. Savage.....	2 stove-brushes.....	1 00
6	Fairbanks & Co.....	1 post-office balance.....	4 35
8	W. S. Thompson.....	1 oxalic acid, 50 cents; 10 lbs. rosin, \$1..... \$0 45	1 50
9	Thomas Somerville.....	Holdfast for mirrors..... 7 30 Repairing letter-press stands.....	7 75 24 00
11	W. D. Wyvill.....	Repairing stoves, pipes, &c..... 12 63	
11	C. C. Bryan.....	1½ bbls. of flour..... 13 50 6 oval baskets, (large)..... 44 88 204 lbs. of candles..... 10 00 1 doz. cedar buckets.....	81 01
12	L. H. Schneider.....	6 kegs nails, \$24; 6 brad-awls, 60 cts. \$24 60 48pps. tacks, \$3.20; 9½ ft. belting, \$3.05 6 25 1 wrench, \$1.25; 1 saw-set, \$1.50; 6 chest-locks, \$6.90..... 9 65 Ice-hooks, \$1.88; 1 pair of cutting-pliers, \$1.25..... 3 13 1 Yale night-latch..... 2 50	46 13 45 00 29 50 80 2 00 27 76
13	G. W. Goodall.....	Repairing gas and water pipes.....	
16	Charles Trice.....	12 ventilators.....	
16	John Weide.....	80 yards of list.....	
19	Charles Stott & Co.....	5 lbs. of borax.....	
21	American Sanitary Association.....	1 bbl. of carbolic powder.....	

16 CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1875.			
Jan. 21	Bureau of Engraving and Printing		\$5 90
23	Charles Trice	7 ventilators	15 50
23	B. W. Reed & Sons	1 large hamper \$3 00	
		1 sack of salt 2 90	
		8 doz. feather-dusters 233 10	239 00
25	F. S. Baldwin	1 calculating-engine 250 00	
		1 arithmometer 10 00	260 00
26	Sarah Baldwin	Repairing floor-cover	5 00
28	J. W. Boteler & Bros	1 ice-pitcher, \$9; 3 doz. spittoons \$16.50 \$25 50	
		6 doz. whisk-brooms, \$18; 2 doz. dusters, \$13.50 31 50	
		1 cash-box 2 50	59 50
29	John McDermott & Bros	Repairing scales and truck	22 50
30	G. W. Goodall	Repairing water and gas fixtures	38 75
30	Bridget Farrell	Assorting waste-paper	28 05
30	Georgie Jones	do	25 80
30	Harriet Warren	do	28 05
30	Timothy Costello	Care of Department mails	62 00
30	Pay-roll of	Laundry	403 26
Feb. 1	Mrs. Jerry Gant	26 days' hauling	65 00
5	L. H. Schneider	2 punches, \$3.50; 1 doz. gimlets, \$1. \$4 50	
		6 sets casters, \$3.55; 1 hasp, 18 cts. 3 73	8 23
3	W. D. Wyvill	Repairing water-cooler stands 6 75	
		6 baskets 12 00	
		1 grate, &c 5 50	24 25
5	George W. Wicks	1 canceling-machine	200 00
10	W. E. Spaulding & Son	Lettering sign	5 00
11	Tucker & Sherman	1 load of saw-dust	3 00
11	Charles Trice	5 ventilators	11 00
12	John A. Baker	New frame for scale	7 50
17	B. W. Reed & Sons	20 gallons alcohol \$47 00	
		1½ dozen brushes 3 75	
		300 feet of rubber hose 150 00	200 75
24	L. F. Clark	1 window-shade	8 00
27	Georgie Jones	Assorting waste-paper	26 47
27	Harriet Warren	do	26 47
27	Bridget Farrell	do	26 47
28	Timothy Costello	28 days' labor	56 00
28	Pay roll of	Laundry	417 73
Mar. 1	C. Burgess	Repairing mail-bag	3 00
1	J. C. Wiswall & Co	40 yards of canvas \$14 00	
		5 pieces of gimp 12 50	
		52 dozen towels 286 00	312 50
1	Mrs. Jerry Gant	24 days' hauling	60 00
2	Watson & Brothers	2 cuspadores	8 00
6	L. H. Schneider	Merchandise	39 15
6	Mrs. L. B. Patterson	Making table-covers	3 00
6	F. W. Howe	5 dozen brooms	20 00
11	J. W. Boteler & Brothers	1 brush \$1 60	
		3 dozen whisk-brooms 9 00	
		5 dozen feather-dusters 117 00	
		3 dozen spittoons 16 50	
		2 dozen chamois-skins 15 00	159 10
11	G. W. Goodall	Plumbing, &c	9 00
12	Charles H. Pleasants	1 gross ink-extractors	57 60
12	Barber & Henderson	4 hot-bed sashes, glazed	10 00
12	B. W. Reed & Sons	2 gross mucilage-brushes	15 00
13	W. T. Duvall	Repairing elevator	30 00
18	J. L. Savage	2 boxes of cartridges	1 50
23	C. C. Bryan	10 dozen brooms \$47 50	
		2 sacks of salt 3 50	
		24 gross of matches 73 20	124 20
24	C. B. Rogers & Co	Repairing electric clocks	11 75
26	H. H. Hempler	6 thermometers	4 50
27	Solomon & Chapman	Maps	30 00
29	American Sanitary Association	1 barrel of carbolic powder	28 48
30	Timothy Costello	Care of mails	62 00
31	Pay-roll of	Laundry	481 21
April 1	Mrs. Jerry Gant	27 days' hauling	67 50
1	George C. Maynard	Repairing telegraph-instruments	3 50
1	J. C. Wiswall & Co	2 yards of black velvet \$15 00	
		26½ yards of sheeting 10 60	25 60

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT. 17

Statement of expenditures from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1875.			
April 1	W. Rutherford.....	Oil and lamp-black.....	\$2 80
1	Thomas Norfleet.....	Repairing straps.....	5 20
1	J. W. Boteler & Brothers.....	½ dozen boxes of tapers.....	\$3 60
		3 dozen whisk-brooms.....	9 00
		4 dozen feather-dusters.....	114 00
			126 60
1	W. D. Wyvill.....	1 zinc box.....	5 00
		24 I. H. buckets.....	30 00
		Repairing stove, grate, &c.....	5 00
			40 00
1	Bridget Farrell.....	Assorting waste-paper.....	32 85
1	Harriet Warren.....	do.....	32 85
1	Georgie Jones.....	do.....	32 85
1	L. H. Schneider.....	Hardware.....	30 97
3	Leander Fox.....	125 sets of currency diagrams.....	375 00
5	Tilden & Co.....	1 barrel disinfectant.....	65 00
6	George Ryneal, jr.....	Brushes, oil, glass, &c.....	24 35
7	Charles Trice.....	6 ventilators.....	13 00
7	Mrs. L. B. Patterson.....	Hemming towels.....	30 00
7	C. H. Bottomore.....	Repairing clocks, &c.....	8 00
9	R. A. Phillips.....	2 calendar clocks.....	38 00
12	Engraving and Printing Bureau.....	100 paper boxes.....	80 00
15	L. F. Clark.....	3 pieces shade-cord.....	5 25
21	Engraving and Printing Bureau.....	Repairing punches, &c.....	\$58 37
21	do.....	do.....	81 95
			140 32
30	Timothy Costello.....	30 days' labor.....	60 00
30	G. W. Goodall.....	1 reflector.....	3 50
30	John McDermott & Brothers.....	Repairing truck, &c.....	2 75
30	J. W. Boteler & Brothers.....	1 rubber mat.....	\$0 75
		4½ dozen feather-dusters.....	115 50
		2 dozen spittoons.....	11 00
		6 baskets.....	16 75
		1 water-filter.....	7 00
		1 large basket.....	4 50
			155 50
May 30	Pay-roll of.....	Laundry.....	438 75
1	Bridget Farrell.....	Assorting waste-paper.....	31 26
1	Georgie Jones.....	do.....	31 26
1	Harriet Warren.....	do.....	31 26
1	Mrs. Gant.....	26 days' hauling.....	65 00
5	Thomas Norfleet.....	1 side of russet leather.....	\$10 13
		500 leather straps.....	133 00
			143 13
6	Mrs. L. B. Patterson.....	Hemming towels.....	21 50
10	L. H. Schneider.....	Hardware.....	61 40
13	Engraving and Printing Bureau.....	1 paper box.....	\$0 40
		Repairing and grinding knives.....	7 02
			7 42
14	B. W. Reed & Sons.....	2 dozen B. B. pails.....	17 00
15	James Guild.....	4 dozen feather-dusters.....	6 00
17	Engraving and Printing Bureau.....	Repairing punches, &c.....	55 05
17	L. F. Clark.....	50 pairs window-shades.....	\$300 00
		6 pieces curtain-cord.....	10 50
			310 50
18	Baltimore and Potomac Railroad Co.....	Freight.....	3 66
19	A. C. Winslow.....	Repairing machinery.....	12 00
21	Smith, Uhler & Co.....	Sawdust.....	2 50
25	B. Chambers.....	5 dating-wheels.....	12 00
27	Walton & Bros.....	24 pints sweet-oil.....	\$15 00
		36 chamois-skins.....	19 50
		2 gross sapolia.....	30 00
		215 pounds castile soap.....	23 65
		25 gross glycerine soap.....	450 00
		24 boxes gas tapers.....	15 00
		6 dozen candlesticks.....	4 50
		6 dozen whitewash-brushes.....	108 00
		1 bolt extra duck.....	17 50
		12 hatchets.....	9 00
		43½ gallons alcohol.....	95 70
		12 dozen brooms.....	54 00
		10 dozen brooms, (whisk).....	35 00
		6 dozen brushes.....	14 40
		10 dozen wooden buckets.....	75 00
		10 dozen brushes.....	45 00
		10 pounds of camphor.....	3 50
		500 pounds candles.....	110 00
		3 dozen coal-hods.....	54 00
		6 kegs cut nails.....	24 00
		44 gallons linseed-oil.....	40 48
			1,243 23

18 CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

Statement of expenses from the appropriation for contingent expenses, &c.—Continued.

Date.	To whom paid.	For what paid.	Amount.
1875.			
May 28	Bridget Farrell	Assorting waste paper	\$29 20
28	Georgie Jones	do	29 20
28	Harriet Warren	do	29 20
28	Timothy Costello	Delivering mails 31 days	62 00
28	John McDermott & Bros	Repairing trucks, &c	43 25
31	Pay-roll of	Laundry	435 94
June 1	J. W. Boteler & Bros	Spittoons, dusters, coolers, &c	149 75
3	Mrs. Jerry Gant	26 days' hauling	65 00
3	W. S. Thompson	Sponge, brushes, &c	3 80
3	L. P. Patterson	Hemming towels	15 00
3	A. J. Heit	Removing night-soil	1 00
4	L. H. Schneider	Merchandise	48 70
9	John C. Hogan	Awnings, blocks, &c	486 50
14	Thomas Norfleet	1 mail-bag	27 75
16	J. W. Boteler & Bros	Pitchers, goblets, dusters, &c	178 25
17	Walton Bros	Baskets, step-ladders, &c	288 00
18	C. C. Bryan	Brooms, oil, soap, &c	129 57
22	H. A. Barlow	2 engravings	35 00
28	B. W. Reed & Sons	1 barrel flour, \$8.75; 3 baskets, \$2.40	11 15
29	Timothy Costello	30 days' labor	60 00
30	D. P. Hickling	2 dozen combs, \$12; 12 fans, \$1.20	13 20
30	W. D. Wyvill	Merchandise	15 00
30	L. H. Schneider	do	20 60
30	Georgie Jones	Assorting waste paper	26 00
30	Harriet Warren	do	26 00
30	Bridget Farrell	do	26 00
30	George Ryneal, jr	Merchandise	6 30
30	Pay-roll of	Laundry	436 76
30	N. C. Draper & Co	Saw-dust	2 00
30	Mrs. Jerry Gant	26 days' hauling	65 00
30	John McDermott & Brother	Repairing wagons, &c	28 75
30	C. Burgess	Repairing mail-bag	1 75
30	J. C. Wiswall & Co	Merchandise	477 00
30	George Ryneal, jr	Glass, putty, and points	14 74
30	L. H. Schneider	Belting and tubing	48 16
30	L. F. Clark	41 window-shades	135 00
30	American Sanitary Association	1 barrel carbolic powder	30 96
30	B. W. Reed & Sons	47½ gallons coal-oil	11 88
30	D. W. Beveridge	Wire-doors, &c	102 80
30	J. W. Boteler & Brother	Merchandise	1,315 79
30	Walton Brothers	do	305 00
30	Thomas Somerville	Repairing machinery	80 80
30	J. W. Boteler & Brother	Feather-dusters and door-mats	444 00
30	H. H. Hempler	1 magnifying-glass	\$6 50
		½ dozen magnifying-glasses	10 00
		2 dozen thermometers	25 50
			42 00
30	Bureau of Engraving and Printing	Repairing punches and leads ..	\$26 55
		4 boxes	4 00
		Repr'g punches and machines ..	109 31
			139 86
	Total		133,230 22
	Amount appropriated	\$143,500 00	
	Amount expended	133,230 22	
	Balance unexpended		10,269 78

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT. 19

RECAPITULATION.

	Appropriated.	Expended.	On hand.
Arranging and binding canceled marine-papers, requisitions, and other important records; sealing ships' registers; for foreign postage, newspapers, books, hand-stamps, and repairs of the same.	\$12,000 00	\$11,945 63	\$54 37
Investigation of accounts and records, including the necessary traveling-expenses, and for other traveling-expenses.....	4,000 00	2,190 70	1,809 30
Freight, expressage, telegrams, and car-tickets.....	5,000 00	4,223 48	776 52
Rent of buildings	13,100 00	13,100 00	.....
Care and subsistence of horses for office and mail-wagons, including feeding and shoeing and for wagons, harness, and repairs of same.	5,400 00	5,357 33	42 67
Ice, buckets, file-holders, book-rests, labor; for care of grounds, clocks, and repairs of the same.....	11,000 00	8,092 58	2,907 42
Coal, wood, grates, grate-baskets and fixtures, stoves and fixtures, blowers, coal-hods, hearths, shovels, tongs, pokers, matches, and match-safes	14,000 00	13,973 15	26 85
Gas, drop-lights and tubing, gas-burners, brackets and globes, candles, lanterns, and wicks	22,175 00	17,770 90	4,404 10
Carpets, oil-cloth, matting, repairs, cleaning and laying of the same.	12,300 00	12,298 12	1 88
Desks, tables and chairs, and shelving for file-rooms, and cases; repairs of furniture; boxes, rugs, chair-covers and caning, cushions, cloth for covering desks, locks, screws, hand saws, turpentine, and varnish.....	22,700 00	22,614 67	85 33
Washing towels, brooms, brushes, crash, cotton cloth, cane, chamois skins, dusters, flour, keys, lye, matches, nails, oil, powders, sponge, soap, tacks, wall-paper, and the other miscellaneous expenses required for the current and ordinary business of the Department; and for repairs of machinery, baskets, spittoons, files, water-coolers, tumblers, ice-picks, bowls and pitchers, traps, thermometers, ventilators, towels, awnings and fixtures, alcohol, window-shades and fixtures, wire-screens, hemming towels, axes, bellows, chisels, canvas, candlesticks, door and window fasteners, bells and bell-pulls, hammers, mallets, leather, gum, and other belting, stencil-plates, tools, whetstones, wire, and zinc, and other absolutely necessary expenses	21,825 00	21,663 66	161 34
Total	143,500 00	133,230 22	10,269 78

Date		Description	
1891	Jan 1	Balance	100.00
1891	Jan 15	Received from A. B. C.	50.00
1891	Feb 1	Received from D. E. F.	25.00
1891	Mar 1	Received from G. H. I.	75.00
1891	Apr 1	Received from J. K. L.	100.00
1891	May 1	Received from M. N. O.	150.00
1891	Jun 1	Received from P. Q. R.	200.00
1891	Jul 1	Received from S. T. U.	250.00
1891	Aug 1	Received from V. W. X.	300.00
1891	Sep 1	Received from Y. Z. A.	350.00
1891	Oct 1	Received from B. C. D.	400.00
1891	Nov 1	Received from E. F. G.	450.00
1891	Dec 1	Received from H. I. J.	500.00
1891	Dec 31	Total	2000.00

...

LIFE-SAVING SERVICE.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

IN ANSWER TO

An inquiry into the life-saving service.

APRIL 6, 1876.—Referred to the Committee on Commerce and ordered to be printed.

TREASURY DEPARTMENT,

April 4, 1876.

SIR: In answer to the resolution of the House of Representatives dated March 13, 1876, calling for information under three several subjects of inquiry in regard to the life-saving service, I have the honor to state as follows:

As to the first inquiry, relating to the present condition and state of preparation of the life-saving stations on the ocean and lake coasts, a list of the stations authorized from time to time by Congress is herewith transmitted, showing the stations now in full operation, those recently completed but not yet equipped and manned, those in process of construction, and those not yet contracted for. The latter have been delayed for the preparation of suitable plans, and by difficulties encountered in obtaining titles to the building-sites.

The condition of the stations now in operation may be considered as satisfactory, in view of the comparatively brief period since the re-organization of the service was undertaken. The houses are substantial structures, which have been erected with due regard to economy and durability; and the boats and other apparatus are suitable for the various localities.

In reply to the second inquiry, whether the compensation of the keepers and crews of the life-saving stations is sufficient to procure suitable persons for these important positions, I have to say that, while the wages allowed by law to the surfmen have not been found insufficient, it is certain that no reduction can be made without seriously impairing the efficiency of the service. The salary of the keepers, however, is now only \$200 per annum, the rate fixed by law in 1854. At that time, the life-saving service consisted of a few huts only upon the coasts of New York and New Jersey, meagerly supplied with imperfect

appliances for aiding the shipwrecked. Regular crews were not then employed at the stations, the boats being manned on the occasion of a wreck by volunteers. The principal duty of the keepers was to take charge of the property at the houses. Since then the service has been greatly improved and extended, and with it the duties and responsibilities of keepers have been largely multiplied. Being now the captains of their several crews, they are charged with the conduct of the life-boat and other apparatus in all attempts at rescue, and upon their qualifications mainly depend the successful results of such efforts as well as the safety of the crews themselves. They are also responsible for the care of the station-houses and the boats and other valuable apparatus kept therein. During the severe portion of the year, they are obliged to remain constantly by their stations, and to maintain steady patrol by the surfmen of the beach day and night. Their education must be such as to enable them to perform the clerical labor required in keeping the journal and the accounts of the station, and in preparing and transmitting reports of its operations.

As at present paid, their annual compensation is scarcely more, and in the northern latitudes is actually less, than that of the surfmen subordinate to them, who receive severally forty dollars per month during the dangerous season, a period ranging from four to six months, and who besides are allowed the sum of three dollars each for every wreck at which they render assistance during the remainder of the year.

Under these circumstances, the Department has experienced much difficulty in obtaining suitable persons for keepers, on account of the low rate of compensation. The superintendents of the several districts agree that good and experienced keepers cannot be retained, nor competent ones be secured, except by an increase of the compensation.

A board appointed for the purpose has recently examined the keepers and surfmen, and thoroughly inspected the stations in several of the districts, and has recommended a number of the keepers for removal on account of incapacity; but the Department has not been able to carry out these recommendations in many instances by reason of the impossibility of obtaining better men at the present rate of pay. It is thus forced to retain men who are reported as deficient in the requisite qualifications in these really important positions.

The third inquiry presented by the resolution relates to changes in the laws that may be necessary to promote the efficiency of the life-saving service.

To meet this end, but one amendment in existing law suggests itself at present. Section 6 of the act of June 20, 1874, provides, in substance, that volunteers for crews shall receive compensation (ten dollars each) only when instrumental in saving life; their endeavors in that direction, if unsuccessful, not being considered, notwithstanding the fact their own lives are equally imperiled, whether their efforts are fruitful or not. It is feared that it will be impossible to organize volunteer crews under such conditions, and it is suggested that the section may be amended so as to reward them for the actual services they render in the successful or attempted rescue of lives imperiled by shipwreck or other marine disaster.

I have the honor to be, sir, your obedient servant,

B. H. BRISTOW,

Secretary.

Hon. M. C. KERR.

Speaker of the House of Representatives.

LIST OF LIFE-SAVING AND LIFE-BOAT STATIONS IN OPERATION AND IN PROCESS OF CONSTRUCTION, AND THOSE PROVIDED FOR BUT NOT YET UNDER CONTRACT.

Life-saving stations in operation.

District No. 1, coasts of Maine and New Hampshire.....	6
District No. 2, coasts of Massachusetts.....	14
District No. 3, coasts of Rhode Island and New York.....	34
District No. 4, coasts of New Jersey.....	38
District No. 5, coasts of Delaware, Maryland, and Virginia.....	6
District No. 6, coasts of Virginia and North Carolina.....	10
Total.....	108

Life-saving stations in process of construction.

(Authorized by act of Congress approved March 3, 1875.)

District No. 3, at Point Judith, to be completed June 1, 1876.....	1
Eaton's Neck, to be completed June 1, 1876.....	1
	2

(Authorized by act of Congress approved June 23, 1874.)

District No. 5, at Cape Henlopen, reported nearly completed.....	1
Indian River Inlet, reported nearly completed.....	1
	2

Life-saving and life-boat stations in process of construction.

(Authorized by act of Congress approved June 23, 1874.)

District No. 8, Lakes Ontario and Erie:

Life-saving station at Big Sandy Creek, to be finished November 1, 1876.....	1
Life saving station at Salmon Creek, to be finished November 1, 1876.....	1
Life-saving station at Presque Isle, to be finished November 1, 1876.....	1
Life-boat station at Oswego, completed and apparatus being prepared.....	1
Life-boat station at Charlotte, completed and apparatus being prepared.....	1
Life-boat station at Fairport, to be finished April 23, 1876.....	1
Life-boat station at Cleveland, to be finished April 22, 1876.....	1
Life-boat station at Marblehead Point, to be finished April 23, 1876.....	1
Life-boat station at Buffalo, plans in preparation.....	1
	9

District No. 9, Lakes Huron and Superior:

Life-saving station at Ottawa Point, to be finished November 1, 1876.....	1
Life-saving station at Pointe aux Barques.....	1
Life-saving station at Sturgeon Point, to be finished November 1, 1876.....	1
Life-saving station at Forty-Mile Point, to be finished November 1, 1876.....	1
Life-boat station at Thunder Bay Island, to be finished November 1, 1876.....	1
Life-saving station, Vermillion Point, plans and specifications completed and proposals invited.....	1
Life-saving station 7 miles west of Vermillion Point, plans and specifications completed and proposals invited.....	1
Life-saving station, Two Heart River, plans and specifications completed and proposals invited.....	1
Life-saving station, Sucker River, plans and specifications completed and proposals invited.....	1
	9

District No. 10, Lake Michigan:

Life-saving station at Grande Pointe au Sable, reported completed.....	1
Life-saving station at Pointe au Bec Scies, reported completed.....	1
Life-boat station at Beaver Island, reported completed.....	1
Life-boat station at North Manitou Island, reported completed.....	1
Life-boat station at Grand Haven, completed and apparatus being prepared....	1
Life-boat station at Saint Joseph's, completed and apparatus being prepared...	1
Life-boat station at Racine, completed and apparatus being prepared.....	1
Life-boat station at Milwaukee, completed and apparatus being prepared.....	1

Life-boat station at Sheboygan, completed and apparatus being prepared	1
Life-boat station at Two Rivers, completed and apparatus being prepared	1
Life-boat station at Chicago, to be finished April 23, 1876	1
Life-boat station at Grosse Point, plans in preparation	1
	12

District No. 11, Pacific coast :

Life-boat station at Neah Bay, Washington Territory, plans in preparation	1
Life-boat station at Shoalwater Bay, plans in preparation	1
Life-boat station at Cape Disappointment, plans in preparation	1
Life-boat station at Cape Arago, plans in preparation	1
Life-boat station at Humboldt Bay, plans in preparation	1
Life-boat station at Golden Gate Park, plans in preparation	1
Life-boat station at Point Reyes, title to site cannot be obtained	1
Life-boat station at Point Conception, title to site not yet obtained	1
	8

Houses of refuge in process of construction.

(Authorized by act of Congress approved June 23, 1874.)

District No. 7, eastern coast of Florida :

Indian River Inlet, (13 miles north,) to be completed by April 1, 1876	1
Gilbert's Bar, (Saint Lucie Rocks,) to be completed by April 1, 1876	1
Orange Grove, to be completed by April 1, 1876	1
Fort Lauderdale, to be completed by April 1, 1876	1
Biscayne Bay, to be completed by April 1, 1876	1
	5

RECAPITULATION.

Life-saving stations in operation	108
Life-saving stations reported completed	2
Life-saving stations nearly completed	2
Life-saving stations to be completed June 1, 1876	2
Life-saving stations, plans ready and proposals invited	4
	118
Life-boat stations completed and ready for apparatus	8
Life-boat stations reported completed	2
Life-boat stations to be completed April 23, 1876	4
Life-boat stations to be completed November 1, 1876	8
Life-boat stations, plans in preparation	8
Life-boat stations, title to site not obtainable	1
Life-boat stations, title to site not yet obtained	1
	32
Houses of refuge, to be completed April 1, 1876	5

SUMMARY.

Life-saving stations	118
Life-boat stations	32
Houses of refuge	5
Total	155

WATER COMMUNICATION BETWEEN THE MISSISSIPPI
RIVER AND ATLANTIC OCEAN.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

The report of the Chief of Engineers on the practicability and cost of inland water communication between the Mississippi River and the Atlantic Ocean, &c.

APRIL 6, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT, April 4, 1876.

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with the provisions of the river and harbor act of March 3, 1875, report of the Chief of Engineers and maps, on the practicability and cost of an inland water communication between the Mississippi River and the Atlantic Ocean, along the Gulf of Mexico, and across the peninsula of Florida.

ALPHONSO TAFT,
Secretary of War.

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, D. C., April 3, 1876.

SIR: In the river and harbor act of March 3, 1875, the sum of \$50,000 was appropriated for the examinations and surveys directed to be made during the fiscal year at the forty-six localities designated in the act. But the amount appropriated did not prove to be sufficient to enable this Office to comply with so much of the act as required surveys and examinations to ascertain the practicability and cost of an inland water communication between the Mississippi River and the Atlantic, along the Gulf of Mexico and across the peninsula of Florida, which, from their extent, would have necessarily consumed much of the appropriation, to the exclusion of a number of other localities requiring examination. To supply this omission I beg leave to submit herewith copies of parts of reports heretofore submitted to Congress upon the results of the surveys for a canal-route across Florida, made in compli-

ance with the acts of March 3, 1826, and August 30, 1852, together with copies of reports from Captains C. W. Howell and A. N. Damrell, Corps of Engineers, made in September, 1873, in reference to portions of the route in question. These last reports are replies to instructions from this Office, based upon a request from the mayor and chamber of commerce of Savannah, Georgia, for information upon the subject. I also transmit herewith two maps, explanatory of the routes described in the above reports.

In the report of April, 1874, from the Senate Committee on Transportation-routes to the Seaboard, two routes are pointed out as naturally suggesting themselves for moving the grain-trade of the Mississippi from New Orleans to the Atlantic, along the Gulf coast and across the peninsula of Florida, one a coast line through Lake Pontchartrain or Lake Borgne, and thence, by means of short canals and land-locked bodies of water, along the Gulf to the Florida coast, and by canal to the Atlantic; the other an exterior line, along which steamers and their tows passing out of the mouths of the Mississippi might coast along the shores of the Gulf to a western terminus of a Florida canal at either the mouth of Suwannee or of Withlacooche or at Tampa Bay.

Of the three routes to which public attention has been directed for opening a channel from the Mississippi near New Orleans, in order to pass inland to Mobile, that of Bayou Manchac, Amite River, and Lake Maurepas into Lake Pontchartrain, or from near Carrollton direct to the lake, or from a point some twelve miles below New Orleans into the head of the Mexican Gulf Canal, and through that to Lake Borgne, the latter would perhaps be the most economical. With the exception of a connection with the Mississippi, where a lock will be required, this route already affords, it is said, seven feet of water at all times. To ascertain the cost of deepening this to nine feet, the depth required for grain barges, it will be necessary to ascertain the cost of a suitable lock at the Mississippi end of the Mexican Gulf Canal, the cost of extending the jetties at the lake end of the same canal, and of deepening the whole canal to that depth, the cost of excavation necessary through the flats between Lake Borgne and Mississippi Sound, and that of deepening Grant's Pass.

For the inland water route, between Mobile and Pensacola Bays, an examination was made in 1833, provided for by act of Congress, with the view of forming an estimate of the probable cost of opening a navigation between the two bays to boats drawing $7\frac{1}{2}$ feet. The route recommended was up Bon Secours Bay and River, and thence by a through-cut to Bear Creek; thence through Bay Lalande into Perdido Bay, and from Perdido Bay, by a cut either into the Great Lagoon or into Bayou Grande, an arm of Pensacola Bay. The estimated cost at that time was one million dollars for the route through Great Lagoon, and two million for the route into Bayou Grande. These estimates would probably have to be doubled at the present prices to secure a 9-foot navigation.

Passing eastward from Pensacola Bay, the route would follow Santa Rosa Sound; through this sound into Choctawhatchee Bay and River, thence through Saint Andrew's Bay into Wetappe Creek, and either by canal into Dead Lake and Apalachicola River about 30 miles from its mouth, or through Searey's River and Lake Wemico to near the mouth of this river, about 5 miles from Apalachicola.

The length of this continuous line of bay, river, and canal navigation is, from the Mississippi to Grant's Pass, about 100 miles, and from Grant's Pass to Apalachicola River about 200 miles; twenty-one miles

of which last distance would have to be cut through a comparatively flat, sandy country, and thirty-five miles would require to be widened and deepened to afford a channel of 9 feet. It has been roughly estimated that seven million dollars might probably establish the route between Mobile and Apalachicola.

An act of Congress of March 3, 1826, directed a survey to ascertain the most eligible route across Florida, by which to connect the Atlantic with the Gulf of Mexico by a canal for the transit of boats, and also to ascertain the practicability of a ship-canal. Two routes were directed by the act to be examined, one from Saint Mary's River to Apalachicola River or Bay; the other from Saint John's River to Vassasousa Bay, (mouth of Suwannee.)

The Saint Mary's route, as surveyed in compliance with this act, commenced at Bell River, five miles above the entrance of this arm of the sea into Saint Mary's River, and thence ascended to the head of Alligator Creek, one of the upper branches of Saint Mary's River; from this point it ran through Okefenoke Swamp, crossed in succession the Upper Suwannee, the Alapaha, and the Withlacoochee Rivers, the latter a tributary of the Suwannee. From this point the route took its course to the Ausilla River, and thence descended to Saint Mark to follow afterwards the general direction of the coast to Apalachicola Bay.

Respecting this route the survey showed that on account of the elevation of the intervening ground between the mouth of Bell River and Alligator Creek, it would most likely become indispensable to follow the circuitous course of the river, which would increase the distance about 36 miles.

The survey shows a distance of 42 miles from Bell River to the mouth of Alligator Creek, whilst the distance measured along the bank of Saint Mary's River is about 78 miles.

The Okefenoke Swamp, extending along the top of the dividing ridge, would not, it was said, afford any natural reservoir of consequence, and 45 miles of canal summit-level would have to depend entirely on water collected in artificial reservoirs. The report upon the survey states that the nature and extent of this swamp give reasonable hope that by a proper system of drains the standing water in the marshes may be made available, by collecting it in sufficient quantity to supply the summit and middle sections of the canal, but the expense would be great. From the Suwannee to Saint Mark, the canal would be sufficiently provided with water from the Suwannee and the Ausilla, but the route would have to wind around the spur on which Tallahassee stands.

The distance from Bell River to Saint Mark, following the surveyed line, is 183 miles; keeping along the banks of the Saint Mary's River, up to the mouth of Alligator Creek, it would be 219 miles. Should it be desired to connect the Gulf with Saint Mary's River at the head of tide, the eastern termination of the canal would be in the vicinity of Barbour's plantation, (Trader's Hill,) and the length of canal would be reduced about 28 miles. The elevation of the summit would be about 150 feet above low tide in the Atlantic; the whole amount of ascent and descent 300 feet, or supposing the summit-level sunk 20 feet below the summit-ground, 260 feet.

The second route provided for by this act of Congress, to connect Saint John's River with Vassasousa Bay, (Wacassassa Bay,) commence at the mouth of this river in the Atlantic, and terminates at the mouth of Suwannee River in the Gulf of Mexico. It ascends the Saint John's to the mouth of Black Creek, and reaches, at Kingsley's Pond, the head of this tributary; hence in its course to Sampson's Pond it crosses the

Florida Ridge, and then descends Santa Fé River to its junction with the Suwannee, from which point it follows the Suwannee down to its entrance into Vassasousa Bay, or it may be carried from some point of the Suwannee, before reaching the Gulf, to Saint Mark's and thence to Apalachicola. The whole route from tide-water in Black Creek to tide-water in Saint Mark's River, will be about 168 miles; the ascent and descent together, 224 feet. Natural reservoirs can be relied on to supply the lockage at the dividing point, while it was thought that recourse must be had to filtration from the ground to keep the trunk of the summit-level replenished.

The size of canal contemplated in these surveys was 33 feet at bottom and 5 feet deep, with locks 100 feet long by 14 feet wide. At the present time first-class Mississippi grain barges require a depth of 9 feet. They are about 220 feet long and 40 feet beam, and would require locks of at least 250 feet by 50 feet. A canal suitable for the transit of such boats would therefore appear, from this report, to be impracticable along the two routes just described, for want of water.

But in the proceedings of the Senate Committee on Transportation-Routes to the Seaboard, (Senate Doc., Report 307, 43d Congress, 1st session,) examination of Col. P. H. Raiford, page 775, the first of these two routes—the Saint Mary's route—is differently presented. The canal-route there described is east from Saint Mark's forty miles, through marsh-land to Finnahaw River; thence thirty miles to the point of intersection with the Suwannee, no portion of which would require a deeper cut than ten to sixteen feet for a depth sufficient for the largest boats and barges of the western rivers. Then to ascend the Suwannee by three or four slackwater-dams, about sixty miles above the point where the canal from the Finnahaw would reach it, to a point thirty-odd miles from the Saint Mary's; there ascend to the Okefenoke Swamp plateau by three locks; cross the plateau with a maximum cut of twenty-five feet, and descend to the Saint Mary's by four locks. The supply of water from Okefenoke Swamp is assumed as ample for all purposes of a canal.

The depth of cutting, however, here estimated through the summit is much less than would accord with the levels of the survey above described.

In the river and harbor act of August 30, 1852, provision was made for the completion (revision) of this old line of survey, or a new line, as might be deemed expedient, for a ship-canal across the peninsula. In compliance with this act the survey of a new line was undertaken, the extreme points of which were the headwaters of the Saint John's and Tampa Bay.

The route surveyed leaves the Saint John's at the mouth of the Wee-kivah, a small stream four miles below Lake Monroe. Following the valley of this stream nearly to its source, as direct a course as the nature of the ground will admit of is thence taken to the low depression of sand-hills in the summit-divide of the interior; from thence the course is direct to the valley of the Hillsborough, which it follows until the proper depth of water in that stream is reached. This line is about one hundred and fifteen miles long. The size of canal was fixed at 60 feet wide at surface, and 6 feet deep, with locks 110 feet by 16 feet. The total elevation to be overcome from the headwaters of the Saint John's to the summit of the canal is 107 feet. From Hillsborough River to the summit the elevation is 119 feet. Giving the locks a lift of 8 feet will make fourteen locks between Saint John's and summit, and fifteen between summit and Hillsborough, to which add a lock at each terminus, making in all thirty-one locks.

The supply of water for this canal is derived from the headwaters of the Ocklawaha (Hawk Creek) and of the Withlacoochee, but as these streams have their origin in several large sheets of water south of the canal-line, and receive their supply almost entirely from them, it was proposed to make these lakes tributary to the canal. They are about 35 in number, vary in depth from 10 to 45 feet, and have an aggregate area of about 15,000 acres. They may be connected and made tributary to a canal by cuttings of an aggregate length of about 7 miles. In addition to this, there are extensive swamps and marshes, usually covered for 8 months of the year with from 1 to 3 feet of water, which can be connected with these lakes, the whole of which, it was estimated by Lieut. M. L. Smith, Corps of Topographical Engineers, the officer in charge of the survey, would make an area of 198 square miles that could be made tributary to the summit-level of a canal. Should this be the case, there would appear to be an adequate supply of water for a canal of even greater dimensions than that then proposed.

Lieutenant Smith estimated at that time (1853) the cost of a canal of the above dimensions between the Saint John's and valley of the Hillsborough, with its accessories, at \$3,700,000.

A greater depth can be given to a canal, and a more direct course can be obtained by following the valley of the Ocklawaha and connecting with the lower portion of the Saint John's. In this case the sand-ridge cut by the summit of the route just described, will be avoided, and the summit-level could be reduced some 18 or 20 feet. There would be the same sources of supply of water, with the addition of other lakes near the head of the Withlacoochee. The length of canal to be constructed would be increased about 50 miles, but the whole transit across the peninsula shortened by about 20 miles. There is believed to be on this route a supply of water sufficient for a canal of the depth of 12 feet. The junction with the Saint John's would be near Pilatka.

From the foregoing a judgment may be formed of the nature and extent of the surveys required to ascertain the most advisable location and plan, and the probable cost of the several portions of the routes in question. Should Congress see fit to require a full investigation of the subject, an appropriation of at least \$20,000 would be required for the purpose.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,

Brigadier-General and Chief of Engineers.

Hon. ALPHONZO TAFT,

Secretary of War.

REPORT OF CAPTAIN C. W. HOWELL, CORPS OF ENGINEERS.

UNITED STATES ENGINEER OFFICE,

New Orleans, La., September, 1873.

GENERAL: In compliance with instructions contained in Engineer Department letter, dated Office of the Chief of Engineers, Washington, D. C., July 22, 1873, I have the honor to report on that portion of an inland-water route (suitable for first-class grain-barges) between the Mississippi River and the Apalachicola River, lying within and adjacent to my district of operations, viz, from the Mississippi River to Mobile Bay.

The best route is described as follows: From New Orleans down the Mississippi River, about 12 miles, to the head of the Mexican Gulf Canal; thence through the canal to Lake Borgne; thence to Mississippi Sound, through that and Grant's Pass to Mobile Bay. This route now affords seven feet of water at all times and all places, except between the head of the canal and the river.

To make connection at this point necessitates the construction of a lock, plans for which have been drawn. But I have not succeeded in getting estimates of cost from the canal company.

On a rough estimate, I set the cost of completing this seven-foot route from the Mississippi to Mobile at \$250,000.

The route so far is feasible from an engineering point of view.

For first-class grain-barges a depth of channel of nine feet is required. The figures are as follows:

DIMENSIONS, ETC., OF BARGE.

Beam.....	40 feet
Floor.....	38 "
Length.....	220 "
Will carry.....	1,500 tons freight
Will carry bulk corn—on deck.....	30,000 bushels
Will carry bulk corn—in hold.....	25,000 "
Total.....	55,000 bushels
On a draught of nine feet.	

The lock at the Mississippi end being made of suitable size to admit such barges, they can be taken through to Mobile Bay at high spring-tides, occurring about six days each month; to take them through at other times it will be necessary, first, to extend the jetties at the lake end of the Mexican Gulf Canal to 9 feet of water in the lake, and further excavate between them at a cost I have not the data for estimating.

2d. To excavate a channel on an average two feet deep, through the flats between Lake Borgne and Mississippi Sound, for a length of several miles. The length can be ascertained from Coast Survey charts not yet issued.

3d. Grant's Pass will, to the best of my information, have to be deepened.

Commerce using the route must pay toll through the canal and through Grant's Pass.

As to advantages to accrue from opening this route and prolonging it to Savannah, I have but this to report as my opinion:

1st. So long as the port of New Orleans is open, it is preposterous to think that Savannah can draw, over the route here reported upon, any portion of the commerce of the Mississippi River, either export or import.

2d. In time of war, supposing the Gulf ports blockaded by a hostile fleet, and Savannah not, this inland-water route would be invaluable.

Very respectfully, your obedient servant,

C. W. HOWELL,
Captain of Engineers, U. S. A.

Brig.-Gen. A. A. HUMPHREYS,
Chief of Engineers, U. S. A.

REPORT OF CAPTAIN A. N. DAMRELL, CORPS OF ENGINEERS.

UNITED STATES ENGINEER OFFICE,
Mobile, Ala., September 19, 1873.

GENERAL: By letter from the Engineer Department, dated July 22, 1873, I am instructed to procure such information (without incurring expense) as would enable me to submit my views as to the feasibility, advantages, probable cost, &c., of a proposed navigable inland-water route, suitable for first-class grain-barges, between the Mississippi and Apalachicola Rivers; and, in compliance with these instructions, I have the honor to submit the following report on that part of the route lying within my district of operations, namely, from the Mississippi Sound to Apalachicola River.

The route from New Orleans, I suppose, would be through a canal into Lake Borgne, thence into Mississippi Sound, and through Grant's Pass into Mobile Bay. From here I propose the following location: Across Mobile Bay into Bon Secour Bay; thence either through Bear Creek or through the Little Lagoon into Perdido Bay; from here, through the Grand Bayou, into Pensacola Bay and Santa Rosa Sound; through this sound into Choctawhatchee Bay and River; thence through Saint Andrew's Bay into Wetappo Creek; from here, either by canal into Dead Lake and Apalachicola River, about thirty miles from its mouth, or through Searey's River and Lake Wemico to near the mouth of said river, about five miles from Apalachicola.

The distance by this route, forming a continuous line of bay, river, and canal navigation from Grant's Pass to Apalachicola River, is about two hundred miles, twenty-one miles of which would have to be cut through a comparatively level, sandy country, while about thirty-five miles would require to be widened and deepened, to afford a channel of 9 feet depth at mean low water, with a width of 100 feet through its entire length.

The country along this route is very thinly settled, and without incurring considerable expense it is impossible to obtain any correct information on which to base a close estimate of the cost of this work.

From all the data at present at my command, I calculate that an outlay of about seven millions of dollars would be necessary to permanently establish this route, with a channel as above stated.

On the inclosed map, the proposed route is plainly marked out, indicating also such changes in location as on closer examination might prove preferable.

Such a route would, in my opinion, be entirely feasible as a work of engineering, but, with its proposed terminus, it possesses no commercial advantages as long as the ports of New Orleans and Mobile are kept open, and would no doubt prove a financial failure.

Such a work could only become of national importance with a terminus in a good harbor on the Atlantic coast.

Very respectfully, your obedient servant,

A. N. DAMRELL,
Captain of Engineers, United States Army.

Brig. Gen. A. A. HUMPHREYS,
Chief of Engineers, United States Army.

EXTRACT FROM THE REPORT OF THE BOARD OF INTERNAL IMPROVEMENT UPON THE RESULTS OF SURVEYS, MADE IN COMPLIANCE WITH ACT OF CONGRESS OF MARCH 3, 1826, OF ROUTES FOR A CANAL BETWEEN THE ATLANTIC AND THE GULF OF MEXICO, PRINTED IN DOC. 102, TWENTIETH CONGRESS, FIRST SESSION, AND, WITH ADDITIONS, IN DOC. H. R. 185, TWENTY-SECOND CONGRESS, FIRST SESSION. SEE ALSO DOC. H. R. 61, TWENTY-THIRD CONGRESS, FIRST SESSION, FOR REPORT ON SURVEYS FOR A CANAL TO CONNECT MOBILE AND PENSACOLA BAYS.

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INVESTIGATIONS OF THE SEVERAL ROUTES OF A CANAL ACROSS THE
PENINSULA OF FLORIDA.

From the foregoing description of surveys, it can be inferred that the routes through Saint Mary's River and through Black Creek are the only ones for a canal destined to connect the Atlantic with the Gulf of Mexico.

Respecting the Saint Mary's route, it has been shown that on account of the great elevation of the intervening ground between Bell River and Saint Mary's River at the crossing point, and also between this point and the mouth of Alligator Creek, it would most likely become indispensable to follow the very circuitous course of the river, a circumstance which would increase the distance by about thirty-six miles; indeed, the survey shows a distance of forty-two miles from Bell River to the mouth of Alligator Creek, while the computed distance measured along the bank of Saint Mary's River amounts to about seventy-eight miles.

Again, it has been stated that the Okefenoke Swamp, stretching on the top of the dividing ridge, did not afford any natural reservoir of consequence; and that forty-five and a half miles of canal would have to depend entirely on water collected in artificial reservoirs. On this score, the nature and great extent of this swamp give reasonable hopes that, by a proper system of drains, the standing water in the marshes would be made available by collecting it in sufficient quantity to supply the summit and middle sections of this canal, but the expense would be great, though partially compensated by the increased value of the land thus reclaimed.

From the Suwannee to Saint Mark, the canal would be sufficiently provided with water from the Suwannee and the Ausilla; but, as it has been stated before, this route would have to wind around, south of the surveyed line, the spur on which stands the district of Tallahassee.

The distance from Bell River to Saint Mark, in following the surveyed line, is 183 $\frac{3}{8}$ miles; but, in keeping along the bank of Saint Mary's River, the route of canal, from the junction of Bell River up to the mouth of Alligator Creek, would be about 36 miles longer, or 219 miles.

However, were it in contemplation to connect the Gulf with the Saint Mary's River, at the head of tide, the eastern termination of the canal would be in the vicinity of Barbour's plantation; and should it prove practicable, and within reasonable expense, to descend from Okefenoke Swamp into Saint Mary's River, in following a direct course, the distance to Saint Mark would be 155 miles; but should it be found indispensable to follow the river, in order to descend from Okefenoke Swamp to tide-water, the distance to Saint Mark would be 192 miles.

In either case, the elevation of the summit-level will remain the same, 152 feet above low tide in the Atlantic, and 148 feet above low tide in

the Gulf; the whole amount of ascent and descent will be 296 feet, measured from a level 4 feet above low water in the Atlantic to the level of low tide in the Gulf; or rather 256 feet, by supposing the summit-level sunk 20 feet below the summit-ground.

Before entering into particulars relating to the route of canal through the headwaters of Black Creek and Santa Fé River, it is necessary to determine where should be assumed the eastern and western terminations of the canal. Respecting the eastern, it would seem that the mouth of Saint John's should be selected as the most eligible, but such a debouch would not be without inconveniences.

1st. Small boats cannot, without great danger, stem the current of Saint John's River above its mouth, and sea-vessels require strong and very favorable wind to cross over the shifting bar and to make head against the bold current of either ebb or flood tide. These circumstances render the entrance of the Saint John's not accessible in adverse weather, dangerous when the wind does not assist sufficiently against the current, and precarious on account of the necessary concurrence, or rather relation, which must take place between the wind and the current, to facilitate the sailing in or out of the river.

2d. Such difficulty of access would, in time of war, prove very injurious on a coast which, south of the Saint John's, presents no shelter of any consequence. The safest for vessels bound to the canal would be to make, first, the harbor of Saint Mary's, and there to wait for propitious weather.

3d. It has been stated, in describing the surveys executed in relation to the Saint John's route, that a canal from a point opposite the mouth of Black Creek to the mouth of Pablo Creek would require, above low tide, an excavation averaging 28 feet in depth, or $26\frac{1}{2}$ miles in length. This section of canal would save a distance of about 16 miles, when compared to the natural channel of the river. This advantage cannot balance the expense for the construction of this portion of the canal. Indeed, in keeping this line of canal nearer to the bank of the Saint John's, the excavation would not prove so great, but the distance then would not become materially lessened.

4th. It has also been shown that a section of canal from the fork of Black Creek to the mouth of this tributary of the Saint John's, would involve into an extraordinary excavation, and be deprived of a sufficiency of water. Besides, when compared to the natural channel of Black Creek, it would not shorten the distance more than by four or five miles.

5th. A canal from the fork of Black Creek to the mouth of the Saint John's, following the banks or margins of both rivers, would not procure considerable advantages over the natural channels, which enjoy the benefit of tides, nor could it remove the difficulty of ingress from or egress to the sea. A vessel having made into the Saint John's can then ascend as far up as the fork of Black Creek, head of tide-navigation, for the depth of water over the bar at the mouth of Black Creek is six and a half feet at low tide and eight feet at high tide, the latter being little more than the depth over the Saint John's bar at medium low tide. Therefore, should the mouth of the Saint John's be assumed as the debouch into the Atlantic of the water-communication across the peninsula, a canal from this point to the fork of Black Creek would afford no sufficient advantage to warrant its expense of construction.

6th. If taken into consideration that the inconsiderable depth of water over the Saint John's bar, as also the insufficiency of water on the summit-level, preclude the idea of a ship channel, the transshipping of cargo from sea-vessels to boats, or from boats to sea-vessels, will remain

the same, whether the canal terminates at the mouth of the Saint John's or at the fork of Black Creek. Therefore, while convenience does not strictly necessitate the extension of the canal to the mouth of the Saint John's, considerations of economy lead the board to recommend the fork of Black Creek, head of tide-navigation, as the eastern termination of the canal.

Now, it remains to determine whether the debouch of this communication into the sea must be at the mouth of Saint Mary's Harbor, or of the Saint John's. To the local inconveniences just enumerated in regard to the latter, are to be added those relative to the inland navigation along the coast. Indeed, the lower part of the Saint John's is connected with Saint Mary's Harbor but by the natural crooked channel called Indian Passage, which admits the transit of row-boats only; and, in the present state of things, the natural inland-water communication parallel to the coast can be considered as terminating at Saint Mary's. This commodious harbor, presenting on the bar a depth of $13\frac{1}{2}$ feet at low water and $19\frac{1}{2}$ feet at common high tide, is susceptible of defense, and derives a great importance from the circumstance of being the only good harbor from the boundaries of Georgia to Cape Florida.

From this it can be inferred that the mouth of the Saint John's is not virtually connected with an inland-water communication parallel to the coast, while Saint Mary's Harbor is an interesting station, at which terminates the natural inland navigation from the Chesapeake to Florida; navigation which could be extended to the head of Saint John's River by opening a canal in the direction of the inland passage from Saint Mary's to the Saint John's. This canal would procure to the water-communication across the peninsula the most eligible debouch into the Atlantic, and would, besides, form the southern link of our inland-water communication parallel to the coast, in the same manner as the Dismal Swamp Canal forms the northern link of the same navigable line. Here it must be remarked that the Saint John's, in descending from the south, affects a parallel direction to the coast, and that south of its head-branches the territory of Florida will, most likely, not soon be settled, on account of the sandy and swampy nature of the soil. Therefore, the upper parts of the Saint John's may be considered as being the southern extremity of the line of natural water-communication parallel to the coast; at least there appears, at the present time, no plausible motive to have it extended further south.

These considerations induce the board to recommend Saint Mary's Harbor as the debouch into the Atlantic of the contemplated communication, and to this effect, to open a canal for sloops from Saint Mary's Harbor to the Saint John's.

Let us pass now to the investigation relative to the western termination of the canal. It has been shown, in the description of the surveys executed on the Saint John's route, that the canal would debouch into the Suwannee, at or in the vicinity of the mouth of Santa Fé River. From this point the canal has either to descend to the Gulf in following the Suwannee, or to take a direction to Saint Mark. In the first case, the distance to the Gulf would be 55 miles; in the second, about 95 miles, (from computation.) Thus, shortness of distance and an unobstructed navigation in the Suwannee, seem at first to be in favor of the former course, and more especially when it is taken into view that a canal for boats might end at the mouth of the Santa Fé, where might commence a commodious steamboat-navigation. But, most unfortunately, the access from the sea to the mouth of the Suwannee is much obstructed by oyster-banks, and the approach to the shore impeded by the extensive shoal making along the coast from Espiritu Santo to Saint Mark; sail-vessels

drawing more than five feet cannot at high tide hazard to steer for the mouth of the Suwannee, and even this draught would be too great during the prevalence of northerly winds. To this must be added, from the bay of Espiritu Santo to Saint Mark the coast presents no shelter where vessels could lie at anchor, and wait for propitious weather. From these considerations, it can be concluded that by using the Suwannee as a navigable stream, a steamboat-navigation might be established down to the mouth of this river, but hence to Saint Mark, Pensacola, and New Orleans, the passage by sea would become very precarious, on account of the circumstances just enumerated. Therefore, to obtain a permanent communication and a more commodious debouch into the Gulf, the only alternative is to terminate the canal into the harbor of Saint Mark. It will be remembered that Saint Mark's River affords, at its mouth, 8 feet of water at high tide, and that a good anchorage is found inside of the outer bar for vessels drawing 10 feet. To this must be added, first, that the coast east of Saint Mark is not provided with any inland natural channel parallel to it, while to the west of Saint Mark the great depth of water along the shore and various intervening sounds will facilitate, if not a complete inland navigation, at least a pretty safe one along the coast, many good anchorages being found from Saint Mark to Pensacola; second, that the vicinity of Saint Joseph's Bay will secure to the anchorage of Saint Mark the efficient protection of our armed vessels; third, in fine, that the debouch of the canal being near to the thriving settlement of Tallahassee, will, in time of war, become supported by a population more compact than probably would be afforded by any other district of Florida, and that it will also insure at all times the communication of this district with the Atlantic States.

The western termination of the canal being thus determined, it remains to devise as to the route of the section of canal which would connect the Santa Fé with the harbor of Saint Mark. The board entertain no doubt as to its practicability, and had the line from the mouth of the Withlacoochee to Saint Mark been run in conformity with the instructions, as a line of canal instead of a line of levels, the survey executed in that quarter would have afforded positive data upon which would rest the practicability of a canal from the Santa Fé to Saint Mark. However, the surveys performed along the Santa Fé River and the Suwannee, procure individual facts which will assist the board in pointing out the section of canal-route under consideration.

The bank of the Santa Fé, near the place (natural bridge) where the river sinks under ground, is 68 feet above the Gulf. Six miles above this place the rise caused by freshets is represented to be 14.22 feet above the common stage of water. The quantity of water yielded by the river at Rocky Ford, 14 miles above the natural bridge, has been found to be 176.6 cubic feet per second; the river was then 11.2 feet below high-water mark. From these facts it can be concluded that by damming the Santa Fé at a favorable place above the natural bridge, the whole water of the river will, at common stage, become available, and yield at least 176.6 cubic feet per second, besides the resources of a reservoir which will extend several miles toward Rocky Ford. This supply will be more than necessary to feed 50 miles of canal through sandy ground.

The Suwannee at Charles Ferry, where it is crossed by the military road from Saint Augustine to Tallahassee, has its bank 52 feet above the Gulf, and, therefore, 16 feet below the bank of the Santa Fé, near the upper end of the Natural Bridge. This shows that there is a fall between these two points; and, though the surveys do not exhibit precisely the respective elevation of the streams at Charles Ferry and at

the Natural Bridge, yet this fall remains well ascertained; whence results the practicability of a canal from the latter point to the other. The distance will be about fifty miles, the ground easy, and the supply of water sufficient.

The Ausilla, where crossed by the Saint Mary's line of levels, is 47 feet, and its eastern bank 73 feet above the Gulf. Therefore, by assuming, on this river, and below the latter point, a convenient termination with regard to the Suwannee, in the vicinity of Charles Ferry, the two streams will easily be connected by a canal descending to the Ausilla, and well supplied from the Suwannee. The distance will be about 45 miles.

From the Ausilla to Saint Mark, the distance will be about 20 miles, and, in this direction, a canal will receive from the Ausilla a large supply of water, amounting, as stated before, to 217.8 cubic feet per second.

Such is the route which the board recommend to connect the Santa Fé with the harbor of Saint Mark. The whole distance will be about 115 miles; the descent to low tide in the Gulf (low tide which is supposed to be about 4 feet above low tide in the Atlantic) is assumed 62 feet from Rocky Ford; the supply of water will be largely furnished by the Santa Fé, the Suwannee, and the Ausilla. With regard to the ground, it will not necessitate much extra excavation, the digging will generally be easy; however, on many portions of great extent, it will be necessary to carry the line of canal through marshes and cypress swamps. A great waste of water is to be expected from filtration through the sandy upper stratum, laying on a substratum of porous and rotten limestone, and also from evaporation; but the means of supply are very great; and, during heavy showers, so frequent under the climate of Florida, the trunk of the canal will receive, from filtration of the ground, very copious additional supply.

It remains now to investigate the section of canal which would be the continuation of the preceding one to the fork of Black Creek, that is to say, to the head of tide-water on the Atlantic.

This section comprehends the summit-level, and has to rely for supply mainly on the natural reservoirs of Sampson's and Kinsley's ponds; the former 126.4 feet, the other 171 feet, above low tide in the Atlantic; about 4 feet less above low tide in the Gulf.

Kinsley's pond, on the eastern side of the ridge, might be assumed as the summit of the canal, were its supply of water sufficient, but this supply is far from being adequate to the object. Indeed, this reservoir would have to provide for about fourteen miles of canal. (shortest distance between Sampson's pond and a point six miles above the fork of Black Creek, where a reservoir might be obtained in the valley of Bull Creek,) and for lockage at the summit. The canal being supposed to be 33 feet at the bottom, and to have a depth of water of 5 feet, it will require per month and per mile 120,000 cubic yards—absorption, filtration, and evaporation being taken into account; the fourteen miles will therefore require for nine months 15,120,000 cubic yards. Owing to the nature of the climate, the navigation must be open throughout the year; but, in this calculation, nine months only are assumed, because it is expected that, during three months of heavy rain, the freshets, in the head branches of Black Creek and Santa Fé River, will supply these fourteen miles of canal.

Assuming the passage of boats per day to be 45 each day, or 90 both ways, the number throughout the year will be 32,850, which, at the rate of one and a half lock-fall, or 623 cubic yards per each boat, will require 20,465,550 cubic yards of water per annum. The lock is here supposed to be 100 feet long, 14 wide in the clear, and 8 feet lift.

Adding together the two items of expense of water, it will be found that 35,585,550 cubic yards of water are necessary to supply, during the whole year, the prism of the canal and the lockage at the summit.

The superficies of Kinsley's pond is 77,714,100 square yards; the depth has not been ascertained, but is represented to be about 6 feet. This reservoir cannot, therefore, be deemed to contain more than 15,428,000 cubic yards of water; a quantity which, if available, would not be half of what is necessary. But such supply cannot be drawn from the pond, the localities presenting no probable means to have this pond replenished as fast as partially drained; indeed, the country sloping around it is of small extent in superficies, and its outlet, dry in summer, is not considered as yielding more than ten cubic feet of water per second during the rainy season. This pond seems, therefore, to be fed mainly from filtration, inasmuch as it receives no water-course, and, as is well known, the loss of a reservoir throughout the year by evaporation is greater than the rain falling on its surface. During the rainy season the rise of the pond is represented as being sometimes 2 feet; and, in damming the outlet, this elevation can be considered as the maximum depth of available water; this would produce a supply of 5,142,466 cubic yards of water.

This result shows that Kinsley's pond alone is inadequate to procure the whole water required. Therefore the summit-level must be kept lower, and tried at the elevation of the reservoir, immediately below, and which lies on the western side of the ridge.

This reservoir is Sampson's pond, 45.4 feet below Kinsley's pond; its superficies is 16,362,777 cubic yards, and its rise, during the rainy season, has been ascertained to be 3 feet; therefore the minimum supply to be drawn from this pond can safely be estimated at 16,362,777 cubic yards, more especially should the outlet to this reservoir be dammed. This supply, added to that of Kinsley's pond, will give 21,505,443 cubic yards for the quantity of available water drawn from both ponds, a quantity sufficient to supply the lockage.

By keeping thus the summit-level at a less elevation, a deep cut will become indispensable through the top of the dividing ridge; but, taking into consideration that the streams of Florida, in this quarter, receive few tributaries, and are chiefly fed by filtration, the board anticipate that this deep cut will procure the advantage of feeding, by means of filtration, the prism of the portion of canal forming the summit, a prism which would thus become an artificial reservoir.

This deep cut, in following a direct course from Kinsley's pond to Sampson's pond, would require, under the very top of the ridge, a depth of 122.1 feet, by assuming the bottom 10 feet below the medium level of Sampson's pond, or 116.4 feet above the Atlantic. But the line of levels, from Orange Lake to Sampson's pond, shows that the top of the ridge, east of Little Santa Fé pond, or the 25th mile from Orange Lake, is but 158 feet above the Atlantic; while in the direction of Kinsley's pond and Sampson's pond, the elevation is as much as 237.5 feet; therefore, at this place, the top is 79.5 feet higher than it is in the vicinity of Little Santa Fé pond. This circumstance indicates that the ridge becomes depressed between the outlet of Kinsley's pond and the southern head-branch of Santa Fé River; the summit-level must consequently take this course, in order to lessen, as much as practicable, the depth of the cut through the ridge. Thus the cut will commence in the valley of Bull Creek, at a point 116.4 feet above the Atlantic, 54.6 feet below the surface of Kinsley's pond, and 41.6 feet below the summit of the ridge, in the vicinity of Little Santa Fé pond; hence it will take its course

toward this pond, to terminate into Santa Fé River, at a point 10 feet below the medium level of Sampson's pond, or 116.4 feet above the Atlantic. By following the depression of the ridge, the greatest depth of the cut will not probably exceed 60 feet, and the length of the summit-level will be about 25 miles. The eastern end, in Bull Creek, will be 3 miles east of Kinsley's pond, 9 miles from the fork of Black Creek; the western end, in Santa Fé River, will be about five miles above Rocky Ford, and five miles from Sampson's pond.

From these premises, it is seen that, by assuming the summit-level 116.4 feet above the Atlantic, the two ponds will furnish the necessary water for lockage; but with respect to the prism of the level, about 25 miles in length, it has to rely entirely on the resources derived from filtration through the ground. Therefore, the practicability of the canal rests altogether on this point.

The following observations, made by the board during their examination of the peninsula of Florida, lead them to anticipate a favorable result:

1st. The sandy upper stratum and the rotten limestone substratum will facilitate the filtration to a high degree.

2d. The ponds on the summit of the ridge are chiefly kept full by filtration.

3d. The numberless ponds, of various sizes, scattered everywhere on the surface of the peninsula form a strong indication of the facility afforded by the ground for the transmission through it of water to interior levels.

4th. The main streams of the peninsula have few tributaries; they are, however, flush during the warm season, and suddenly swelled by accidental heavy showers. This shows that they must chiefly receive their supply from filtration.

Should, however, the foregoing facts be deemed not sufficient to insure the result, though anticipated, yet not positively warranted by the board, the practicability of the canal would then remain altogether questionable till the sinking of shafts to the depth of the cut should have tested the degree of reliance to be placed on the foregoing conjectures.

From the eastern end of the summit-level to the fork of Black Creek, the distance will be about 9 miles, and the fall 112.4 feet, to a level 4 feet above low tide in the Atlantic. This portion of the canal will be fed by a reservoir in the valley of Bull Creek, by the south prong of Black Creek, and by the water previously used for lockage at the summit.

From the western end of the summit-level to the Natural Bridge, the length of the canal will be about 19 miles, and fall 50.4 assumed down to Rocky Ford. The Santa Fé, the north fork of Santa Fé, and the water previously used for lockage at the summit, will supply this portion of canal.

The whole length, and the ascent and descent of the route of canal from the fork of Black Creek to the harbor of Saint Mark will be as follows:

	<i>Miles. Feet.</i>	
From the fork of Black Creek to the eastern end of the summit-level.....	9	
Ascent from 4 feet above low tide		112.4
Summit-level, length about.....	25	
From the western end of the summit-level to the Natural Bridge, distance	19	
Descent		50.4
From the Natural Bridge to Saint Mark, at low tide in the Gulf, distance	115	
Descent		62 0
Whole distance and ascent and descent.....	168	224.8

Let us compare, now, this route with that of Saint Mary's. The distance by the latter from the head of tide in Saint Mary's River to low tide in the harbor of Saint Mark will be 192 miles in following the bank of the river, and the whole amount of ascent and descent 256 feet; therefore, respecting distance and expense of lockage, the Saint John's route has the advantage.

Both routes will require expensive excavations to supply the summit-level with water. But on the Saint John's route the item of lockage is secured, and the prism of canal, which is to be supplied by filtration, is only 25 miles long; while on the Saint Mary's route, draining and filtration must procure the water required both for lockage and for 45 miles of canal. In such a state of things the board consider the chances of greater expense and of insufficiency of water, as against the Saint Mary's route, and, therefore, recommend the Saint John's route.

This route has, besides, the advantage of being susceptible of affording an early and partial result, by terminating either in the Suwannee or the Santa Fé, where, a point being assumed as the head of steamboat navigation, a water communication through the canal and the Suwannee would become established between the Atlantic and the Gulf.

With regard to a sloop-canal, connecting the harbor of Saint Mary's with the Saint John's River, its main object is independent of a canal across the peninsula. Should the Saint Mary's route be preferred, its importance would remain the same, but it would increase should the Saint John's route be adopted.

Respecting the cost of the work, the board are not now prepared to undertake this part of their task. The appropriation made by Congress has been entirely expended in making the surveys herein described; all which were strictly indispensable to ascertain (in a country to this time but superficially known in relation to its topography and hydrography) the facts, and procure the data upon which the selection and practicability of a route should be predicated. It remains now to fix the canal on the ground, to plan the work and all its details, and thence to devise the elements upon which must rest the estimate. Minute surveys will consequently become necessary, to enable the board to frame the estimates required by the resolution of Congress. The board, therefore, shall here close up this subdivision of their report and pass to that which relates to the navigation along the western coast of Florida.

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SUMMARY.

The coast on the Gulf of Mexico, between Tampa Bay and Appalachie Bay, cannot be approached by vessels drawing more than five feet; in this latter bay eight feet can be carried at high tide to Saint Mark. Besides, the ridge of the peninsula of Florida has a mean elevation of 150 feet above the ocean, and its top does not offer, at any place, either natural reservoirs or heads of streams adequate to the supply of a canal having very large dimensions; therefore, a ship-channel, destined to connect, through the peninsula, the Atlantic with the Gulf of Mexico, is not practicable.

The heads of Santa Fé River and of Black Creek present to a canal for boats the best passage across the summit of the ridge. Natural reservoirs in this vicinity will supply the lockage at the dividing point, while it is anticipated that filtration from the ground will keep replenished the trunk of the summit-level.

In this direction, a canal from the fork of Black Creek to the mouth

of the Santa Fé would connect the Saint John's with the Suwannee; therefore, the Atlantic with the Gulf. Such a canal would be about 78 miles in length, and the ascent and descent together 214 feet.

But the Suwannee being much obstructed at its mouth, and having no harbor at its entrance into the Gulf, it will be expedient to continue the line of canal from the Santa Fé to the harbor of Saint Mark. The whole route from the fork of Black Creek to Saint Mark, or rather from tide-water in Black Creek to tide-water in Saint Mark's River, will be 168 miles long, and the ascent and descent together 224 feet.

With a view to an uninterrupted inland navigation, parallel to the coast, from the Chesapeake to the head of Saint John's River, it will be necessary to open a sloop-canal from the harbor of Saint Mary's to the Saint John's. Respecting the coasting navigation from Saint Mark to Lake Pontchartrain, it will be rendered secure, safe, and commodious by means of the following improvements:

First, a canal along Crooked Creek, from Ocklockony River to a convenient point in Saint George's Sound; through by this sound and the canal, the Apalachicola will become connected with Saint Mark; secondly, the cleaning and deepening of the Santa Rosa Sound, at the meeting of tides; thirdly, a canal from the bay of Pensacola to that of Mobile, through the Great Lagoon and the river Bon Secour; fourthly, the deepening of the Pass Au Heron, between the eastern point of Dauphin Island and the main. Lake Pontchartrain can be connected with the Mississippi by a canal, which has been projected, at or near New Orleans, and by Bayou Manchac.

This bayou, the rivers Plaquemine and La Fourche, can be rendered navigable at any stage in the Mississippi; and they deserve consideration, as offering the only outlet through which, in time of freshets, the Lower Mississippi might be relieved in the discharge of its waters.

All which is very respectfully submitted.

BERNARD,

Brigadier-General, Member of the Board of Internal Improvement.

WILLIAM TELL PAUSSIN,

Captain Topographical Engineers, Assistant to the Board.

WASHINGTON CITY, February 19, 1829.

EXTRACTS FROM REPORT OF LIEUTENANT M. L. SMITH, CORPS TOPOGRAPHICAL ENGINEERS.

[Printed in Ex. Doc. No. 1, Senate, Thirty-fourth Congress, first session, page 434.]

WASHINGTON, May 1, 1855.

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PRACTICABILITY OF A CANAL ACROSS THE PENINSULA OF FLORIDA.

The party was organized and work carried on under the following orders:

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, October 30, 1852.

SIR: The duties assigned to you are the survey of a canal-route across the peninsula of Florida. The extreme points of said route are the waters of Espiritu Santa Bay and the headwaters of the Saint John's.

Having ascertained a place on the first sufficiently sheltered, and having a convenient access to the deep water of the bay, you will carefully examine the country between that position and the headwaters of the Saint John's, as a point to which about two feet can be carried in navigating that river.

Then you will carefully mark out the line between these two points.

Then you will make an accurate survey of this line, so as to exhibit the route in plan and profile. Then, for about every three hundred yards of this main line, or more frequently or not so frequent, as the ground shall in your judgment require, you will make offsets to this main line, each not less than two hundred yards, which offsets are to be as carefully surveyed as the main line, so as to exhibit plan and profile, and so as to connect these offsets and profiles with the profiles of the main line, and with the same plane of reference.

J. J. ABERT,

Colonel Corps Topographical Engineers.

Lieut. M. L. SMITH,

Fort Brooke, Tampa, Fla.

Espiritu Santa Bay being one of the extreme points of the proposed route under the instructions, the determination of the other will first be spoken of.

In examining the Saint John's for the purpose of ascertaining to what point up the river 2 feet water could be carried, the following information was obtained: From the mouth 11 feet can be taken up to Pilatka, $10\frac{1}{2}$ to the mouth of the Ocklawaha, $8\frac{1}{2}$ entering Lake George, 6 in leaving it, $4\frac{1}{2}$ into Lake Monroe, $1\frac{1}{2}$ to 2 in leaving it, and a further decrease of depth into Lake Harney. These depths vary, particularly in the upper portions of the river, when it is swollen from rains; thus, $6\frac{1}{2}$ feet may then be found at the outlet of Lake Monroe, nearly the same at its inlet, and some $6\frac{1}{2}$ to 7 at the outlet of Lake Harney; but those depths only are regarded which can be relied on during all seasons. Lake Monroe was therefore considered the limit of permanent 2-foot navigation; hence the other extreme point of the line mentioned in the instructions would be at or below this lake.

The precise point at which the proposed canal should connect with the river was decided from the following: Lake Monroe is shallow, being about 10 miles long by 4 wide; has a depth of from 12 to 14 feet in the middle, and shoals gradually to the shore; there is consequently no point at which the requisite depth is very near shore, and all parts of it are open and exposed to storm-winds. To have the connection anywhere on the lake seemed liable to two objections: First, that the lock at the junction would be some distance from shore—hence present some difficulty of construction. Second, that the entrance to it would be liable to be choked from the effect which any such jetty would necessarily have upon the drift of the lake. Further, nothing is apparently gained by making the junction at the lake; and as the canal would practically be but a continuation of the river, the two should be united at a point offering natural facilities for it. Such a point is found anywhere below the lake, where the river is again narrowed to a proper width to give a well-defined channel, and has firm banks; the shoal at the outlet to Lake Monroe is at the same time avoided. The valley of a small stream, called the Weekivah, emptying into the Saint John's some four miles below Lake Monroe, offers a rather straight and convenient depression for a canal from Tampa Bay, and as at its junction the river has sufficient width and depth, the proposed route has been made to follow down the valley of this stream and join the Saint John's at this point, which fulfills all the necessary conditions for the connection of the canal with the river.

The two extreme points being thus fixed, the general position and direction of the route becomes so, subject to such variations in direct-

ness as the physical features of the country and facts developed by actual survey require.

The accompanying maps, constructed on a large scale, together with a minute profile of the country, render any but a general description of the line unnecessary.

DESCRIPTION OF THE LINE.

The general profile across the peninsula shows a gradual swell both from the Atlantic and Gulf coasts to the middle, where is found a range of broken sand-hills, varying in height above the average level of the interior from 100 to 125 and 150 feet, and in width from 1 to 3 and 4 miles. The country is flat, thickly sprinkled with cypress and baygall swamps, and much of it to the eye presents no distinct or well-defined system of drainage.

On the eastern side of the sand-hills there are two main depressions, touched by the line, which drain in opposite directions and overlap each other; first, the valley of the Saint John's, draining northward; next, the valley of the Kissimmi and its tributary head-streams and lakes, draining south. On the west of the sand-hills there is a gradual slope to Tampa Bay, sufficiently indicated by the direction of the various streams.

In passing from the valley of the Saint John's into that of the Kissimmi, the latter is cut by the line so near its head-sources that the slight divide separating them requires no unusual depth of cutting, and the only serious natural obstacle along the line is presented in the sand-hills spoken of. This range was examined for several miles to the right and left of the point selected for cutting it; one point only of it was found where the width and depression was as favorable as that decided upon, (known in that country as at the source of Horse Head creek,) but the increased distance given to the line caused it to be rejected. The greatest depth of cutting required here will be 80 feet, and the ridge, as far as could be detected by boring and other examinations, consists wholly of sand. The height of the established summit-level is 113 feet above ordinary low water at the mouth of the Hillsboro River, and 101 feet above the water in the Saint John's at the point of junction, giving 14 locks of 8 feet lift on one side of the summit-level, and 15 (2 having over 8 feet lift) on the other side. The soil is sufficiently favorable not to present any unusual difficulty. Proceeding from the Saint John's the excavation would be in sand, mixed with clay and fine gravel in greater or less degree, until reaching Lake Weekivah, where gravel as far as noticed disappears. Sand and clay, the latter not in large proportion, will thence constitute the soil to be excavated for the remainder of the line, varied a little by gravel and alluvion along Hillsboro River. With these few remarks descriptive of the line, I proceed to the consideration of those points directly touching the practicability of a canal along it.

A canal may be regarded as a stream conducted artificially from a higher to a lower point by a series of steps or levels, the source of the stream being the highest or summit level; if the length of this level is not short compared with some one near it, (in which case additional sources of supply are sought, and in general are readily found, since new streams constantly present themselves as you descend,) it is sufficient in the discussion of the subject to show a proper supply of water for the summit-level, and it carries with it proof of a proper supply for the levels below, since the water from leakage and lockage, which

constitute the main expenditure, passes into the lower levels. In the case under consideration, the summit-level is, with one exception, the longest level on the line; and if a supply adequate for this can be shown, the practicability of a canal will be proven, for all other points connected with a canal have reference to a greater or less cost of construction merely.

For the purpose of being as clear as possible in the discussion of an adequate supply, the subject will be taken up in the usual order, to wit: first, determine the supply of water required; second, show how and from whence this supply is to be obtained.

The unit of measure taken, and denominated the water-prism, is the entire contents of the summit-level, which is 21 miles + in length.

SUPPLY OF WATER REQUIRED AT SUMMIT-LEVEL.

This ought to be sufficient to meet an expenditure due to the following requirements:

- 1st. Losses from evaporation.
- 2d. Losses from filtration and absorption.
- 3d. Losses from leakage at lock-gates.
- 4th. For the use of locks, according to the demands of trade, upon the summit-level.
- 5th. First year, for filling summit-level.
- 6th. Losses arising from emptying portions of a reach, for repairs of various kinds, from breaches, &c.

The expenditure from the more important of the causes enumerated being dependent upon the dimensions given to the canal and locks, the following communication from the Bureau establishing them is inserted:

WASHINGTON, May 16, 1853.

SIR: * * * * Your consideration and plan will be bestowed upon the supposition of a canal 60 feet wide at top and 6 feet deep; locks 110 feet long, 16 feet wide, (in the clear.)

J. J. ABERT,
Colonel Corps Topographical Engineers.

Lieut. M. L. SMITH,
Topographical Engineers.

LOSS FROM EVAPORATION.

Loss from evaporation must, from the circumstances attending and governing, be imperfectly arrived at; it is influenced by temperature, by dryness or moisture of the atmosphere, and very particularly by currents of air. Temperature, alone, would probably cause less inequality of variation than either of the other two named causes, since it is more uniform in its action over a large extent of country, and the changes are not so frequent and sudden.

The hygrometrical condition of the atmosphere will depend much upon the country the currents of air have passed over; for example, all are familiar with the exceeding dampness of the sea-breeze and corresponding dryness of the air on the western prairies.

Whether the air be still or in motion makes the greatest difference, shown by the rapidity with which any article is dried when exposed to a brisk breeze, as compared with the time required when the air is comparatively still. During some experiments, made in England by Dr. Dalton, evaporation was said to be increased 50 per cent. by opening a window of his room. The uncertainty arising from this element alone must be apparent, when it is considered that, in point

of actual fact, currents of air never remain the same two consecutive half-hours, but are continually changing in direction and varying in force. Nevertheless, certain conclusions have been arrived at, which we proceed to state.

Dr. Halley fixed the evaporation at London, during an ordinary summer's day, at $\frac{2}{10}$ of an inch, which is equal, for a month of thirty days, to 6 inches; and the annual evaporation at 48 inches.

The result of the experiments made by Mr. Cotte at Montmorency, near Paris, (as given by Gauthy in his work on canals,) was to determine 41.575 inches as the annual evaporation; and 5.315 inches as that of an ordinary summer-month.

It was ascertained on the Languedoc Canal by Mr. Pinn, the engineer, that during ten and one-half months the average loss from evaporation monthly, over and above the rain that fell, was 3.044 inches; by averaging the quantity of rain along the entire line, a quantity is deduced for evaporation equal to 5.330 inches. (Andreossi.)

In a report made by Col. J. J. Abert, Topographical Engineers, to the Governor of Maryland in 1838, upon the subject of a canal to connect the Chesapeake and Ohio Canal with the city of Baltimore, the probable evaporation for that climate during the ten business months was assumed at 67.20 inches; an average of 6.72 inches per month.

The Board of Engineers of the Morris Canal adopted 51 inches for the maximum loss of water by evaporation during the eight months (from April to December) it could be navigated, or 6.375 inches per month.

In the Encyclopedia Britannica is found a table constructed by Dr. Dalton, from which, knowing the dew-point and temperature, the rate of evaporation can be obtained.

For that portion of Florida under consideration the dew-point has been assumed at 55° Fahrenheit. I am not aware of any observations that have been made to determine what this point is ordinarily, and can only judge of it from the average heights of the thermometer at 9 p. m., when dew is usually perceptible. The Medical Department, through its officers at the different posts, have obtained numerous and accurate meteorological observations, which have been kindly furnished me by Dr. R. H. Coolidge, now in charge of that branch of the Medical Bureau. From these, the mean annual temperature at three different points near the line of survey is as follows:

Tampa Bay.....	72°.41 Fah.
Fort Meade, on Pease Creek.....	71°.00 "
Fort Capron, or Pierce.....	74°.11 "

The last two of these points are south of the line of survey, and probably of a somewhat greater mean temperature. Most of the line, too, is north of Fort Brooke, which should also be considered.

The mean annual temperature for the entire line is assumed at 70°, and it is thought to be rather below than above the true temperature.

Applying, then, the dew-point, 55°, and temperature, 70°, to Dr. Dalton's table, we find a daily evaporation of 0.255 inch, or 7.45 inches monthly.

For the purpose of comparing the evaporations established for different points, they are recapitulated:

- Evaporation at London, 6 inches per month.
- Evaporation at Montmorency, 5.315 inches, ordinary summer-month.
- On Languedoc Canal, 5.330 inches per month.
- J. J. Abert, for climate of Baltimore, 6.72 inches per month.
- On Morris Canal, 6.375 inches per month.
- For Florida, by Dalton's table, thermometer 70°, 7.458 inches per month.

During dry weather, thermometer averaging 86° Fahrenheit during the entire twenty-four hours, there is, under favorable circumstances, in the latitude of Washington, an evaporation during that time of 0.3 inch, or 9 inches per month. Eighty-six degrees is much above the mean temperature of the latitude under consideration, and, with the thermometer at that height, evaporation would go on during the twenty-four hours; evidently, then, 9 inches is too much to allow for. In deducing the quantity 7.458 inches by Dalton's rule, it is believed the dew-point assumed is rather below than above the true one, which would increase the result obtained; hence it is concluded that, practically, 7.458 inches will represent the monthly evaporation with sufficient accuracy.

Evaporation, it must be remarked, does not constitute the most important part of the expenditure of water on a canal; hence, whether it is more or less by one or two inches per month, is really not of special importance, for if the supply and expenditure are so nearly equal as to depend upon evaporation for difference, it ought to be conceded at once that there is not an adequate supply.

The number 7.458 inches is accordingly taken, and it gives a loss from this cause of a prism—say every nine months, or $1\frac{1}{3}$ water-prisms per year.

LOSS FROM FILTRATION.

This is a loss constantly varying with the nature and compactness of the soil, and a result which would apply to one section would by no means be applicable to another. As the losses both from this cause and evaporation can in general only be known by the diminution of water in the canal, it has been usual to combine them together, and estimate the sum at so many water-prisms per year.

In the case of one canal only (the Languedoc) has a distinct loss by filtration been given; but it has not been found to apply to similar works in this country, owing, probably, to the greater care taken in its construction; hence the method of combining the two losses seems to be the only one that can well be pursued, and that gives but an approximate result.

Experiments made on the Chesapeake and Ohio Canal by Mr. Fisk show that it loses a little more than $1\frac{3}{4}$ its water-prism monthly from these two causes. Now, the evaporation assumed as proper for that climate by Mr. Abert has been seen to be 6.72 inches monthly; from which it results that filtration is about fourteen times greater than evaporation.

Experiments on the Erie Canal seem to indicate a loss from filtration still greater than this; but, being given in connection with leakage from locks as well as losses from evaporation, the approximate quantity cannot be given. As connected with this part of the subject, the following extract from J. J. Abert's report to the governor of Maryland is introduced:

From experiments made on the Erie Canal, and communicated to me by that distinguished engineer, Mr. J. B. Jervis, it would appear that the least loss, from observations made at various places, was 100 cubic feet per mile per minute. This was not the measurement of loss from a distinct cause, but from all united—leakage of locks, evaporation, and filtration. The dimensions of this canal are 40 feet water surface—28 at bottom, and 4 deep; which give for its prism of one mile, 26,595.5 cubic yards. The loss of 100 cubic feet per mile per minute is equal to 160,000 cubic yards per mile per month; or, supposing the navigation to continue nine months, (in that climate,) the total loss would be equal to 54 times its water-prism per year; adding to this the loss of the prism in the canal at the closing of the navigation, gives a total loss of 55 of its prisms of water for all causes, except the demands of the locks for its trade.

These observations were made about 1833 or 1834; the canal had been in use a number of years, and its loss from filtration may fairly be considered to have been much less at that time than when first constructed. There is no good explanation of this difference of loss in the two canals, unless it be that the Erie, being built first, was not as well constructed.

If the Chesapeake and Ohio Canal be considered as a fairer sample of such works in this country than the Erie, and its losses taken as a basis of estimate, the following is deducted for loss from filtration:

Evaporation per year has been found to be $1\frac{1}{2}$ prisms; 14 times $1\frac{1}{2}$ —say 19 prisms loss due to filtration.

The correctness of this result evidently depends upon similarity of soil in the two cases; and the question naturally arises, how will fine, compact sand, mixed with small proportions of clay, retain water? In answer, two facts are stated: 1st. That this soil in connection with small brush makes a secure and tight dam. 2d. That around waste or flood gates and other openings in earthen dams, where leaks are almost unavoidable, it is among the best things to render these openings watertight. One reason of this would seem to be that, each grain of sand being solid, water can only find its way through the small openings or interstices between them; these interstices soon become filled by any extraneous matter brought by the water in filtering through, and the whole becomes a solid mass.

The summit-level established on this line is, with the exception of a very short distance at its western extremity, entirely in excavation. Now, experiments seem to show that water can always be found at a distance below the general surface of the country not exceeding from four to six feet; this would bring the water-line in the summit-level below the depth at which water is found to permanently remain in the soil, so that instead of losing, the canal would receive a supply from the soil. This fact is again referred to under the head of "infiltration," and in connection with certain data, which, it is considered, render further remark at present unnecessary.

It is not, therefore, thought that *nineteen prisms* per year is too small a loss to be allowed for filtration, and is accordingly taken.

LEAKAGE AT LOCK-GATES.

A liberal allowance should be made for this item, since, unlike filtration, it is least while the locks are new, and increases from year to year as the canal is used, until the gates are replaced.

The dimensions of the locks on the Chesapeake and Ohio Canal are nearly the same as given for the canal under discussion; and the observations made upon them may be applied in the present case, particularly as it is a work executed in our country; and the manner in which, in its various details, it has been constructed, may be considered a sample of the way in which similar works would be completed. Mr. Fisk, the chief engineer of this canal, made many observations upon the leakage of the locks during a period of suspended navigation, when the gates were kept carefully closed for several weeks while repairs were being made. The result was to fix the leakage due to a lock at twelve lockfuls per day. Engineers in this country have usually considered this as the proper amount to be allowed for leakage when calculating the supply of water needed. As it is a matter to be determined entirely from observation, there seems to be no reason for supposing a different quantity would be nearer the actual loss.

Twelve lockfuls leakage per day per single lock would give twenty-four lockfuls per day, drawn from the summit-level, due to the locks at either end, or 8,760 lockfuls per year, which is equal to 3.85 water-prisms.

AMOUNT REQUIRED FOR LOCKAGE.

It is to be understood, in speaking of this amount, that reference is still had to the summit-level only, with its two locks, one at either end.

This is the only portion necessary to be considered, since the lower reaches receive not only what is drawn from this for the purposes of trade, but what arises from leakage at lock-gates and accidental wastage.

The quantity required for lockage is dependent upon trade, which necessarily varies from year to year; hence no absolute amount can be stated, as being neither more nor less than what will be required. The rule is to allow for the greatest possible activity of a lock during a certain number of hours, and take the amount of water expended during that time as the amount due to lockage. Thus: say that, on an average, a lock will be in use twelve hours a day during the year; that twelve boats per hour can be passed through, and each boat, in passing the summit-level, requires two lockfuls; the quantity drawn from the summit-level is at once known. There are three points, then, to be considered. First, the average number of hours per day that a lock may possibly be used; second, the average number of boats that can be passed through a lock per hour; third, the average quantity each boat may require for passing the summit-level.

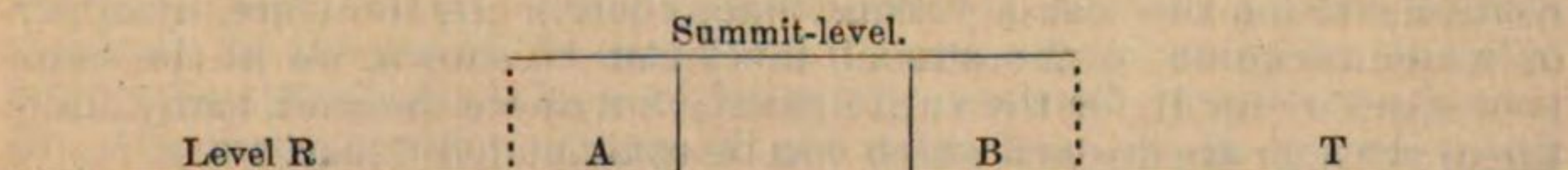
First. The average number of hours per day a lock may be used. It has been usual to take twelve as the number, and it is probably great enough to cover every case in the country. The only possible exception, it is believed, may be the Erie Canal, on which the locks are in use day and night for weeks at a time, particularly during the fall, just previous to suspended navigation, and while the western produce is on its way to market.

If the connection of the Atlantic and Gulf by a canal across the peninsula of Florida is of sufficient importance to justify the construction of one, allowance for an active trade through it should be made, for it is intended to be a highway to the Gulf commerce similar to the Straits of Florida at present. Instead of twelve, twenty hours will be taken as the daily average time for the working of locks.

Second. The average number of boats that can pass through a lock per hour.

For a single hour a boat might, it is probable, be passed through every three minutes; in point of fact, however, each boat consumes from four and a half to five minutes; if four minutes be taken as the average, it is considered that the error will be on the safe side; this makes 15 boats per hour.

The average quantity assigned to the passage of a single boat into and out of the summit-level, has varied with different engineers according as they have supposed boats to pass in opposite directions with more or less regularity. To illustrate this the two extreme cases are given:



1st. Suppose a boat on the level R, and one on the level T, present

themselves respectively at the locks A and B, both locks being empty; they enter the locks, which are then filled, and both pass into the summit-level: thus far a prism of lift (or lockful) has been drawn from the summit-level for each boat; they pass, and each proceeds into the lock which the other has left full; the locks are then exhausted and the summit is passed. It is plain that in this instance but two lockfuls (or one to each boat) has been drawn from the summit-level; this is called an alternate passage, and is the case in which the least water is used by a boat in a passage, namely, one lockful.

Alternate passages of boats could never be relied on except in cases of a canal having a trade equal to its utmost capacity, one-half flowing in one direction and the other half in the opposite; this can never be the case, and would require a regularity of movement on the part of boats not attainable by trains on railways. This case evidently cannot govern. Let us now take the other extreme case. Suppose, after the alternate passage just spoken of, two boats to present themselves at the lock on the level R to make their passage, and none on the level T. The first boat finds the lock A empty, passes into it, the lock is filled, the boat then moves out and is on the summit-level. The second boat presents itself at A, which is full and must be exhausted before it can be received; this being done, the boat enters, A is again filled, and the second boat joins the first. They then proceed to B, which is empty; this must be filled for the first boat to pass into, and then drawn off to lower the boat to the level T. The second boat, consequently, finds B empty, and another prism of lift is required for it to be passed in and be lowered. For this case four lockfuls have been required, two for each boat, and the locks left in the condition they were before the passage. This case is termed a consecutive passage, and undoubtedly shows a consumption of water to pass each boat which exceeds what would be found true in practice. Now the consumption may vary anywhere between what is shown in these two cases; and as the order in which boats will pass the summit-level must be a matter of chance, it is considered that the only absolutely safe allowance to make for each boat will be the maximum expenditure; two lockfuls are therefore allowed to each boat in passing the summit-level.

We have, then, the following quantities for the calculation: 15 boats per hour for 20 hours per day during 365 days, at two lockfuls per boat. $15 \times 20 \times 365 \times 2 = 219,000$ lockfuls, equal to 95.38 water prisms.

The requirements of the canal per year can now be stated; the unit taken still being the water-prism of the summit-level.

For evaporation and filtration.....	20.33 water prisms.
Leakage at lock-gates	3.85 water-prisms.
Lockage	95.38 water-prisms.
For filling canal first year.....	6.00 water-prisms.
Total	125.56 water-prisms.
Or, after first year.....	119.56 water-prisms.

In obtaining the consumption of a canal for the purpose of deducing the required supply, it has been necessary to consider the summit-level only, (since the main losses from this level pass into the lower ones and compensate for the losses taking place there.) If, therefore, a supply of water adequate to the summit-level can be shown, we at the same time show a supply for the entire canal; for, as we descend, many additional streams are crossed which can be commanded if necessary.

By reference to the profile sheets, the waters which must supply the summit-level are found at an elevation of 128 feet above the waters of

Tampa Bay; the dividing ridge must of course be passed at an elevation somewhat lower, in order to command these waters for a supply; and this elevation has been assumed at 115 feet above Tampa Bay, or 15 feet below the water forming the sources of the Withlacoochee and Ocklawaha. This level is maintained as long as is practicable and not lose for feeders any of the small streams crossed on the course. The propriety of this is evident, since the higher the level the less excavation there will be; hence, less expense. As before stated, the length of the summit-level thus established is 21+ miles.

SOURCE OF SUPPLY.

Having determined the amount of water needed by the canal, the question presents itself next in order, can this amount be found, and can it be shown that it will be supplied yearly?

1. The profile map shows that no streams or lakes east of the ridge of sand-hills can be made use of; west of it there are Hawk Creek, (a tributary of the Ocklawaha,) the Withlacoochee, (at the point of crossing mainly a swamp,) and Grassy Creek; this latter fails during the dry months.

As both Hawk Creek and the Withlacoochee have their origin in several large sheets of water lying in the same region of country south of the line, and receive their supplies entirely from them, together with rains when they occur, the safer and it is believed the only way will be to throw the streams out of consideration and argue directly upon these natural reservoirs themselves.

In following up the headwaters of the Withlacoochee and Hawk Creek south, within a distance of about fourteen miles, some thirty-five lakes are found, varying in extent of area from two miles square to one-eighth of a section. These lakes range in depth from 10 to 45 feet, and have an aggregate area of 15,000 acres. They could be connected and made tributary to the canal by cutting about seven miles; and in almost every case the ridges separating the lakes do not rise more than from 3 to 5 feet above the surface of the waters to be joined. It is proposed to command the water of these lakes to a depth of 6 feet when connected.

Bordering these lakes, and in many instances in reality connecting them, are extensive swamps and marshes, usually covered for eight months of the year with water from 1 to 3 feet in depth. The area over which they extend will be about four times that mentioned for the lakes, and when the latter are connected will be likewise tributary to the canal. Let the swamps be supposed to average $1\frac{1}{2}$ feet in depth for nine months of the year, we have then, lying during the entire year in these natural reservoirs or lakes, and subject to control, 16,000 acres of water 6 feet deep, equal to 129 water-prisms of summit-level, and swamps holding water equal to 96 prisms more, making a supply equal to over twenty-one months; if to this is added the quantity held in swamps and marshes that can be made available, it equals the requirements for four and a half months more.

This is mentioned and given in this unit to show to what extent the headwaters of the two streams mentioned will serve as a great natural reservoir for the use of the canal, and it results that twenty-one months' supply for the canal in full operation can be retained. These lakes, ponds, &c., are, in my opinion, mainly, if not entirely, supplied by rains and surface-drainage; hence, it still remains to be shown that these natural reservoirs can be maintained and not exhausted by use. The case

would be quite different were these lakes, &c., fed by springs and living streams; hence, not susceptible of being materially reduced.

The country that would be made tributary to the summit-level of the canal, if the lakes were connected as indicated, has an area of 198 square miles; the main drainage from this area will be by the two streams mentioned; but, in addition, many other ponds, marshes, &c., together with one stream, will empty their waters into it.

In the following investigation I shall limit myself to ascertaining the amount of supply which can be relied upon as never failing, and which will be therefore a minimum amount, the least that in any supposed case can be counted upon as certain. Should this prove to be more than sufficient for the requirements of the canal as determined, it will evidently be unnecessary to carry the investigation further, and show what surplus would probably exist under favorable circumstances.

The area that can be made tributary to the summit-level is $5\frac{1}{2}$ townships, or 126,720 acres.

There is some uncertainty as to precise quantity of rain to be relied on annually. Points quite near, however, to the line of survey have been taken, and the observations for rain compared; it results that at Tampa Bay the yearly fall is 57 inches, at Fort Meade 35 inches, at Fort Pierce 73 inches, Jacksonville 58 inches, giving an average for the four places of 56 inches. These observations are too limited to afford with much certainty a correct general rule; hence the annual fall of rain will be taken much below the average of the places given, to wit, 45 inches. The inquiry now arises, what proportion of this 45 inches downfall rain can be made available for the canal? A precise answer to such a question can never be given until the works have been actually constructed and the amount collected absolutely gauged; hence it is only by giving experiments made at different localities, and the conclusions thence drawn, that even a partially satisfactory answer can be made.

If data were far more extensive and minute than exist, engineers would still be obliged to exercise very much their own judgment in fixing upon any proportion of downfall of water that could be collected, as soil, climate, and a broken or flat country would vary the results for any except the given places.

William Cubitt, an English engineer, states as his opinion that about one-half the annual fall of rain can be stowed in reservoirs and made available; a proportion very high, considering the land in England is generally cleared, under cultivation, and level, conditions calculated to cause much of the surface-water to be absorbed and evaporated before draining off.

It was calculated by Sutcliffe that little more than one-third of the rain which fell could be got into the summit-level of the Rockdale Canal from the area tributary to it. The experiments of Mr. J. B. Jervis, made with reference to the construction of the Chenango Canal, in the State of New York, led to the conclusion that about 40 per cent. of the fall could be collected; the rule of engineers has been to allow that one-third could be collected, and this has been followed by all in this country. Under ordinary circumstances there is no doubt but this rule would require to be modified for a more southern climate, as the tables of Mr. Jervis show that seven out of the twelve months are decidedly affected by the cold of winter; the proportion of rain collected during these seven being nearly three times greater than during the other five, which include the hot season of summer.

Thus the proportion of rain and snow collected from November to May, inclusive, was	.686
From June to October	.246
From June to October, by a second table	.319

For a climate such as Florida's, where there is no winter, it seems pretty evident that the rule of $\frac{1}{3}$ should be modified to apply, and it is thought $\frac{1}{4}$ will be more in accordance with the experiments than *one-third*.

But there is much of the area under consideration to which neither of the rules will apply, for it has been already stated that about 16,000 acres is covered by permanent lakes and ponds, and some 64,000 is swamp, which nine months out of the twelve are under water; consequently, every drop of rain is collected as it falls on the first-named area, and for three-fourths of the year on the second.

By comparing the rain-tables at these points, Capron, Pierce, and Brooke, it appears that only $\frac{1}{11}$ of the annual fall of rain occurs during the three months referred to, when swamps are supposed dry, viz :

March, April, and May; hence the quantity deducted will be $\frac{1}{11}$ of 45, = 4.09 inches.

This leaves but 41,720 acres to which to apply the rule, that one-fourth of the rain is equal to the drainage.

The amount of rain collected on the summit-level may now be stated :

45 inches rain on 16,000 acres amounts to	80	water-prisms.
40.91, say 40 inches rain on 64,000 acres, amounts to	286.5	water-prisms.
$\frac{1}{4}$ of 45 inches rain on 41,720 acres, amounts to	54.96	water-prisms.
Amount	421.46	

The above amounts, it is obvious, must be corrected for evaporation and filtration, as the losses in the canal have been; to determine these, it is not proposed to apply the same rules heretofore used, for the simple reason that observation shows that they do not apply, but to deduce these corrections from observed losses in the lakes, ponds, and marshes while there.

To illustrate what is meant, a single case only will be cited: A lake near the 40th mile, having an area of some 130 acres, from the commencement to the close of the dry season in 1853, a period of nearly four and a half months, fell only about 5 inches; yet during the entire time there was a constant discharge, varying from 9 to 15 cubic feet per second. As the belief has been expressed that these lakes are due to surface-drainage only, it is readily perceived that no rule of evaporation that has been mentioned can apply; and I take occasion to state, that what has been said of this lake will apply to every other there; they are plainly affected by wet and dry weather, rising during the rainy, and continuing to fall during the dry season, until long after there ceases to be any discharge at their outlets, yet never falling to the extent they ought to do, according to all the rules of evaporation. During the year they vary in height from eight to twelve inches, those having no outlets varying, as they should, the least.

The apparent discrepancy, it is thought, may be accounted for from the constant infiltration which is going on after surface-drainage has ceased.

Lakes and ponds occupy the depressions of a country, and there is necessarily a constant, although imperceptible, drainage into them from the adjacent high ground; hence for those having no outlet, the yearly change in height may be considered as indicating the difference between infiltration and evaporation.

In accordance with the above, the amount heretofore found will be decreased by the mean observed yearly fall of the various lakes, to wit, ten inches.

16,000 acres covered to depth of 10 inches = $17\frac{1}{2}$ water-prisms.
 64,000 acres covered to depth of $7\frac{1}{2}$ inches = $45\frac{1}{2}$ water prisms.

Total..... $62\frac{1}{2}$ prisms.

Correcting 421.46, the number of prisms previously found, by 62.5, there is left for the annual supply expected from the lakes, &c., 358.96 prisms.

SUPPLY FROM INFILTRATION.

This is a source of supply which can occur only in few soils, and that when it is of a rather porous nature, similar to the one under consideration.

In all the investigations connected with a canal across Florida, this source has been borne in mind by the various engineers, and in 1829 and 1830, rather extensive experiments were made to ascertain what supply could be obtained from it.

These experiments being longer continued, and rather numerous, are more reliable than any made before or since, and will be made use of in the conclusions that follow.

Infiltration presupposes that the water which is leaving the surface and penetrating the earth is still above the excavation supplied by it.

If water kept its level under as well as above ground, then infiltration would continue until the entire body of water in the soil had sunk below the water-line of the canal. This, however, is not the case, since both friction and capillary attraction oppose its free flow. To what extent lateral filtration is modified by these two forces, will depend upon soil and temperature. The penetrating power of water is very great, since it is found at all explored depths; it also finds its way through the most durable and compact masonry. Infiltration will necessarily be much greater in a flat country, like Florida, than in a broken one, where drainage is rapid. Extensive swamps and few streams are found in the former; numerous streams and few or no swamps in the latter. To obtain the amount which will appear, I have taken for data experiments made in the valley of the Santa Fé, Florida, in 1831, with a view to determining this question.

The character of the soil where they were made, and the depth below surface at which infiltration commenced, correspond so exactly with what was found on the summit-level of the present survey, that I have no hesitation in applying the results to the case under consideration.

The experiments were conducted as follows: Shafts were sunk to depths varying from 20 to 30 feet; they were pumped dry, then allowed to fill, the rise of water being noted at intervals until there was no change. Knowing the capacity of the shaft, and the area of sides and bottom, the rate of infiltration per second per square foot of filtrating surface became known. The mean of the experiments gives a rate as follows:

A filtrating surface of *one square foot* yields *per hour* 0.75 cubic foot of water.

The question next arises, how long may this rate of infiltration be expected to continue?

In answer, the continuation of the observations is stated.

When the first experiments were made, the water rose in the shafts to within 5 feet of surface of ground; this was in June. It continued at this height during the months of July, August, September, October, and into November, except portions of July and August, when the water rose about one foot higher in the shaft.

If it is admitted that infiltration will continue the same under like circumstances, then at any time during the months named its rate would have been found as has been stated.

From the above the following point is considered as established, to wit, that the water does not pass beyond the reach of a cut of 5 feet or more in depth, by sinking into the earth during four months of the year.

How long the rate of infiltration would continue when the water is passed off as supplied, can only be arrived at from experiments having this question more directly in view than the ones mentioned above. Something similar to what is desired took place, however, while the shafts were being dug, which will be stated.

It was necessary, in order to keep them free of water, to make continuous use of the pumps while the men were digging. The operation of sinking one shaft was carried on during sixty days, and out of this number there appeared to have been twenty-nine working days.

The shaft was found filled every morning to within from $4\frac{1}{2}$ to 5 feet of the surface, and required pumping out before the day's work could be commenced. The officer in charge estimated that, during a working day of eleven and a half hours, the quantity of water thrown out by the pump was equal to nearly twelve times the capacity of the shaft, or at a rate of 1.2 cubic feet per hour per square foot of filtering surface.

Although any precise amount that may be fixed upon must be left to the judgment of the individual, still this may be safely stated—that, for all depths greater than 5 feet, the gain by infiltration will exceed the loss by filtration; and from the observations made at the shafts, this excess will continue during the months of July, August, September, October, and November; and from my own observations I am able to add the three ensuing months—December, January, and February—making in all eight months of the twelve that this source can be relied on. After February streams become sensibly diminished, ponds and surface-water generally disappear, and the country remains dry until the rains set in, which is usually in June at latest.

The summit-level established on the present line of survey has a length, in even numbers, of twenty-one miles. Nineteen miles of this will be in excavation, bringing the surface of water in canal below the line where filtration commenced, which is 5 feet from surface.

Inasmuch as the observations upon the shafts extended through a period of five months, and out of this time infiltration was noted during but two months, if only two-fifths of the infiltration found is considered, the amount deduced ought to be unobjectionable.

At the rate of 0.75 cubic foot per hour per square foot of filtering surface, 2+ summit water-prisms would be supplied every twenty-four hours, or 480+ prisms for the eight months, two-fifths of which is 192 *summit-level water-prisms due to infiltration.*

In deducing the above quantity, infiltration is considered as taking place only from surface above water-line of canal.

The amount available yearly for the use of the canal can be thus stated:

Yearly supply from rains that can be made available.....	368.96	summit prisms.
Supply from infiltration.....	192.00	"
Total.....	560.96	"
The total requirements of canal were found to be yearly.....	119.56	"
Excess of supply beyond requirements, yearly,.....	441.40	"

The amount available for one year is as follows :

On hand in lakes, &c.....	225.00	summit prisms.
Yearly available supply from rains.....	368.96	"
Supply from infiltration.....	192.00	"
Total.....	785.96	"
 Yearly demand.....	 119.56	 "
 Excess for one year.....	 666.40	 "

With a view of embracing, practically, the entire subject as far as connected with the present lines of survey, the requirements of a canal 12 feet in depth are given and compared with the supply of water at command. The depth of 12 feet is assumed, for the reason that if Tampa is taken for one terminus, and the river Saint John's used, 12 feet is the utmost capacity of that river up to the mouth of the Ocklawaha. If any point on the coast north of Tampa is taken for the terminus, then the harbors themselves, by their bars, present 12 feet as a limit.

The main expenditures of water result from lockage and leakage at lock-gates. Filtration will not be considered, but an excess of infiltration taken as a positive supply.

I propose to consider the locks as having the same length and width as those on the Saint Lawrence Canal, viz : 200 feet from miter to miter, width of 45 feet in the clear, with a lift of 8 feet.

Applying the numbers heretofore found, and keeping the same unit of measure—that is, summit prism, with first dimensions given—the annual requirements will be—

For leakage at lock-gates.....	7.70	prisms.
For lockage, about.....	668.00	"
For evaporation.....	3.00	"
 Requirements.....	 678.70	 "
 Amount due to infiltration.....	 192.00	 prisms.
Yearly supply from rains.....	368.96	"
 Total yearly supply.....	 560.96	 summit prisms.
	678.70	
 Deficiency.....	 117.74	

It will be observed that the great expenditure appearing in the calculation is from *lockage*. The deficiency of 117.74 prisms may be avoided in two ways:

1st. By the construction of double locks.

2d. By decreasing the lift of the single locks from eight to *six* feet. The calculations showing this can be readily followed out from data given, and are not inserted.

Of the two methods proposed above, that of double locks would be preferable; for while economizing water similar to the decrease of lift, in case of crowded business on the canal, it would double the facilities for passing from one level to another.

In view of the above, it is considered that a supply adequate to a canal having a depth of twelve feet and locks of the supposed dimensions, has been shown.

CONNECTION WITH THE GULF.

In determining upon the proper terminus for the canal at Tampa, the bay was approached by two different lines, as suggested in your instructions; one terminating at the deep water of the river Manatee, the second at the deep water of Hillsboro Bay.

LINE TO THE MANITEE.

This line separates from the one to Hillsboro Bay, at a creek known as "Fox Branch," and does not vary in the generally favorable character of the country passed over until it touches the streams flowing north into Tampa Bay, viz: the Alafia, Bullfrog, Little and Great Manatee Rivers.

These streams are in general parallel with each other, and crossed by the line nearly at right angles; hence, after getting abreast of the head of Hillsboro Bay, the profile of the line presents a succession of swells and depressions throughout its remaining length; the swells forming the divides of the streams mentioned, and the depressions the valleys of the streams themselves. This feature of the line is unfavorable, for it involves two important facts in the actual construction of the canal: 1st. Aqueducts and embankments to cross each stream; 2d. Considerable excavation to pass the ridges dividing the streams. After reaching the Great Manatee, the following objection is still encountered: The depth of water over the bar at its mouth is only nine feet, less than might be required by vessels which would enter the bay; and there is no protected anchorage near except in the river. In general, by terminating at the Great Manatee, the canal would be increased in length, the cost of construction greater, and communication with the Gulf less perfect and more exposed than the character of the bay requires.

LINE TO THE HILLSBORO.

From Fox Branch this line continues in a direct course for the valley of the Hillsboro, which, when struck, is followed to a point near Higler's Bridge, where it is proposed the river itself shall be entered and made use of to near its mouth.

To make the connection between the bay and canal as perfect and rapid as practicable, the latter should evidently terminate at some point susceptible of being reached by all vessels trading in the bay, affording secure anchorage, also where the required depth of water approaches near shore. This point is indicated by the natural anchorage of the bay near "Ballast Point," $3\frac{1}{2}$ miles from the mouth of the Hillsboro, and has been selected as more nearly than any other fulfilling the desired conditions.

The manner of uniting with the bay is more particularly as follows: The canal is designed to enter the Hillsboro about four miles above the town of Tampa, and the river is then used as far as the mouth. Starting just inside the bar, the canal leaves the river, following the low ground near the shore until it debouches into the bay at the anchorage near "Ballast Point." Between the mouth of the Hillsboro and Ballast Point it is proposed that the canal shall be of sufficient depth and width to allow of all vessels ascending to the town of Tampa and meeting the boats in the river, instead of the boats proceeding to them in the bay, a position at times somewhat exposed.

The advantage of this is considered of a two-fold nature: 1st, it pre-

sents an extensive water front for trade, and a harbor in which communication between sea-going vessels and those trading on the canal will always continue uninterrupted; 2d, it will in point of fact place the wharves at Tampa upon the deep water of the bay, and thus be of very important advantage to the town itself. This work, it is conceived, presents no obstacle in construction, as two locks each, with double gates—one at the point where the canal leaves the river, the other where it enters the bay—would enable vessels to pass in and out under all possible circumstances of tide, &c.

The objection to communicating with the ship anchorage through the mouth of the river and by the bay is deemed to be two-fold: first, the required depth of six feet could not be taken over the bar of the river with any certainty except at high tide; second, during the prevalence of storms transit boats probably would not be able to descend to the anchorage at all; hence the communication between canal and bay would always be imperfect, and at times wholly interrupted.

The line of canal found practicable and recommended as proper to connect the head of navigation of the Saint John's with Tampa Bay is as follows: Starting from the Saint John's at the mouth of Weekivah Creek, the valley of this stream is followed up until near its head, then as direct a course as the nature of the ground will admit of is taken to the low depression of sand-hills which form the crest of the summit divide of the interior; from thence the course is direct for the valley of the Hillsboro, which is followed until the depth of water in the river is sufficient and its course direct enough to render it proper for the canal to enter it. This point is decided to be near Higler's Bridge, some six miles from Fort Brooke. Leaving the river as it enters the head of the bay, the western shore of the bay is followed to the terminus near Ballast Point.

ESTIMATE OF COST OF CONSTRUCTION.

In making out the estimate of the cost of a work, the location of which is not absolutely fixed, the profiles, plans, and details of construction essential to a minute statement of items making up the cost are necessarily wanting.

The case under consideration is such a one; the survey has shown the practicability of a canal across the peninsula, and pointed out the line along which it should run to connect the points indicated in the instructions; but the exact cost of labor, of materials, of foundations for locks, hence of the locks themselves, &c., cannot be stated except in general terms, until the works are actually planned upon the ground and ready to be commenced.

In the amounts which follow, prices are fixed which in similar works correspond to known cost, due allowance being made for a perfect and durable style of finish.

The nature of the entire work is simple, being, with two exceptions, excavation and embankment, having locks at rather regular intervals, usually single and never more than a flight of two, separating adjoining levels.

The exceptions mentioned are at the crossings of Reedy and Hitchapocasassa Creeks. At the first, the bottom of the canal passes five feet above the ordinary water-line of the creek, and an aqueduct crossing it should leave a water-way to the stream of 50 feet in width; the embankment approaching and leaving it will have a total length of 500

yards, and an average height of 12 feet. As the reach passing this stream is a long one, it is desirable that works should be constructed for making the stream a feeder to the canal. A dam thrown across it a short distance above the point of crossing, with gates for retaining or drawing off the water and a feeder leading to the canal, will, together with the aqueduct and embankment, comprise the exceptional works indicated at Reedy Creek.

At Hitchapocasassa it is not thought necessary to turn the water into the canal, the bottom line of which passes seven feet above the ordinary surface of the stream; a water-way of 75 feet in width should be given to the stream.

EXCAVATION AND EMBANKMENT.

The calculation for this is made on the supposition that one man can dig and throw into a wheelbarrow or cart 15 cubic yards in a working day of ten hours; that another man can wheel on a level the same amount during the same time a distance of 40 yards; when the distance exceeds 40 yards, the price must be increased in proportion; that a horse and cart can transport a like amount a distance of 1,000 feet in ten hours, or half the amount a distance of 2,000 feet in the same time up an ascent of 1 in 20.

The labor of a man is taken at \$30 per month; cost of boarding him at \$6 per month. The labor of a horse and cart is valued at \$1 per day.

There are six days to be deducted from the month, four Sundays and two rainy days, as lost time.

The 24 working days of the month will cost for a man \$36, and for a horse, cart, and driver, \$66. Taking the total amount of excavation along line of canal and arranging it according to cost per cubic yard of digging and hauling, we have the following:

Excavation of 1,445,314 cubic yards common earth, at 42 cents.....	\$607,031 88
Excavation of 1,031,968 cubic yards common earth, at 26 cents.....	268,311 68
Excavation of 669,141 cubic yards common earth, at 22 cents.....	157,211 02
Excavation of 5,510,761 cubic yards common earth, at 18 cents.....	991,936 98
Excavation of 2,086,764 cubic yards common earth, at 16 cents.....	383,382 24
Excavation of 1,135,200 cubic yards common earth, at 14 cents.....	158,928 00
Total for excavation.....	2,567,301 80

LOCKS.

The total elevation to be overcome in passing from the headwaters of the Saint John's to the summit-level of the canal as established, is 107 feet, measured from the surface of the water in each. From Hillsborough River to summit-level, the elevation to be overcome is 119 feet; the locks are supposed to have a lift of 8 feet: this will give 14 between Saint John's and summit, (the surplus, (4 feet) occurring at Saint John's to allow for lowest stage of the river,) and 15 between the summit and Hillsborough River. Adding the two necessary at the bay—one where the canal leaves the river near its mouth, the other where it terminates at Ballast Point—we find the total number of locks required by the work to be *thirty-one*.

In estimating the cost of one lock, the bottom and side-walls of the chamber, head and tail bays, are supposed to be faced with granite brought from northern quarries; other materials from the vicinity, distance not exceeding 10 miles; dimensions, as given in instructions, 110 by 16 feet in the clear. The calculation makes the cost between \$24,000 and \$25,000; the last amount is taken.

Thirty-one locks, at \$25,000.....	\$775,000 00
Aqueduct, dam, waste-weir, and gates, at the crossing of Reedy Creek.....	35,000 00
Aqueduct at crossing of Hitchapocasassa—stone quarried on the spot.....	20,000 00

WASTE-WEIRS.

The number and size of these will be regulated by the number of small streams intersected by and received into the canal, and should be equal to keeping up as rapid a drainage of country, during periods of unusual rains, as now exists by means of the streams themselves. The number required along the entire line will be about 35, and need not vary materially in size; the average quantity of masonry in each would be about—

45 cubic yards, which at \$14 per cubic yard.....	\$630 00
35 waste-weirs, at \$630, say.....	23,050 00

FEEDER.

Until a more extensive survey has been made, the precise length in yards of feeders required cannot be given. In speaking of the quantity of water that could be supplied to the summit-level, it was stated that *seven* miles of cutting would connect the entire series of lakes and swamps to be made use of. Not to underestimate, the total length of cutting for feeders will be estimated at 10 miles.

The feeder is supposed to be 28 feet wide at bottom and 6 feet deep.

Excavation of 469,211 cubic yards of earth, at 16 cents.....	\$75,073 60
Clearing ten miles, at \$500.....	5,000 00
Ten gates for regulating supply, at \$1,000.....	10,000 00
Total for feeders.....	90,073 60

GRUBBING AND CLEARING OF MAIN LINE.

In consequence of the numerous small cypress swamps cut through by the line, the expense of this will be higher than if the country was more open.

Grubbing and clearing 107.33 miles, at \$300.....	\$32,199 00
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RETAINING-WALLS.

In consequence of the sandy nature of the soil where the line of canal cuts the dividing-ridge near Hawk Creek, and the depth of the cutting required to pass it, it is believed the sides of the canal will need an artificial support to resist the tendency to fill in arising from infiltration; the total distance requiring such support has been estimated at 2,867 yards.

There were no indications of rock found nearer to this point than 12 miles on the Withlacooche, in a northwest direction. Assuming that the stone requires transportation for this distance, the cost of revetment or supporting-walls per linear yard will be about \$18; the 2,867 yards, at \$18, will amount to \$51,606.

The expense of these walls would be saved in part, from the fact that being vertical, or nearly so, the cross-section of the open cut would be much diminished, hence the estimate for excavation lessened; but in consideration of there necessarily arising many contingent expenses in

the execution of a work which cannot appear in an original estimate, it is preferred that the above amount stand as an additional item and disconnected from others.

CLEARING AND PREPARING BANKS OF HILLSBOROUGH RIVER.

To prepare this river to serve as a continuation of the canal, it will be necessary to clear, smooth, and level the banks, in some places fill in and flag, in others cut away, in order to prepare a tow-path; in general, however, the banks will require comparatively little work, and it is estimated that \$4,000 per mile will be sufficient:

7½ miles, at \$4,000..... \$30,500 00

No item is inserted for ramming and dressing embankments, as it is considered far better to transport over it, and this can usually be done.

SUMMARY OF ESTIMATE.

Excavation and embankment.....	\$2,567,301 80
Locks.....	775,000 00
Aqueducts.....	55,000 00
Waste-weirs.....	23,050 00
Feeders.....	90,073 00
Retaining-walls.....	51,606 00
Clearing and grubbing.....	32,199 00
Hillsborough River.....	30,500 00
Total.....	3,624,729 80
Add 2 per cent. for wear and breakage of tools.....	72,474 58
Grand total.....	3,697,204 38

The line across the peninsula is naturally divided into four divisions, as follows: Starting from the Saint John's, division No. 1 extends to the last of the series of locks necessary to ascend the valley of the Weki-vah.

Division No. 2 consists of the long level stretching from Lake Weki-vah, and terminates at the summit-level.

Division No. 3 is summit-level.

Division No. 4, the line between summit-level and Tampa Bay.

The cost of construction will be distributed according to estimate, as follows:

Division No. 1, 17 miles, 880 yards in length, and 10 locks.....	\$513,205 70
Division No. 2, 28 miles 1,053 yards in length, and 4 locks.....	504,703 36
Division No. 3, 21 miles, 473 yards in length.....	1,671,294 96
Division No. 4, 46 miles, 1,707 yards in length, and 17 locks.....	995,208 34

Having embodied the results of the survey connected with the line in the foregoing remarks and estimates, I will refer briefly to a line run to the Ocklawaha River, and connecting with the one to Tampa.

A line of canal across Florida, to be most valuable to commerce, evidently should take as direct a course from the Atlantic to the Gulf as practicable. To ascend the Saint John's to near its headwaters, and then cross to Tampa, is undoubtedly circuitous as a line of communication to avoid the straits of Florida, and the depth of water in the upper Saint John's is such as limits navigation to boats of light draught. It would, unquestionably, be better to connect the canal with the lower portion of the river, at some point to which the depth of water carried over its bar can be brought; more especially so if distance, at the same time,

is saved. With the above in view, also, agreeably to your instruction, directing any lines to be examined that might be deemed favorable, the survey was carried from a point of the first line known on the map as Fox Branch, to the headwaters of the Ocklawaha River.

Supposing the canal to reach the Saint John's from Tampa, by continuing down the valley of the Ocklawaha, this route may be compared with the first, in a few words, as follows:

The summit-level will be 18 feet lower; it has the same sources of supply, and numerous lakes near the headwaters of the Withlacoochee additional.

The length of canal to be constructed will be increased some fifty miles, and the transit across the peninsula shortened by about twenty miles.

The expense of construction will be less in proportion to distance, since the sand-ridge cut by the summit-level of the first line is in this not met with. The fact of avoiding the sand-ridge, also being able to establish the summit-level lower, will decrease the estimate for construction about \$750,000 for an equal number of miles. This will make the entire cost of the Ocklawaha route about \$400,000 more than the first line, dimensions of the two being the same.

Taking up the data for supply of water already used, it can be easily shown that there is an abundance for a canal having a depth of twelve feet, and it is with a view to such a depth being desirable for the canal that the Ocklawaha route becomes of interest; its junction with the Saint John's would be near Pilatka, up to which point ten to eleven feet can be carried. That such a depth is essential to the undertaking of the work as a national object, seems pretty evident, for without it there would be two extra transshipments, together with time, labor, and consequent expense attending it. But, could vessels carrying on the coasting trade have a channel leading to the Gulf presented to them absolutely free from the dangers incident to the navigation through the Straits of Florida, entailing no expense incident to a double handling of cargo, and by means of which the time of their arrival in the Gulf could be calculated with certainty, this time, too, being less than a voyage around Florida requires, it is believed that then, and only then, the elements of a successful line of water-transit are shown.

If the river Saint John's had the requisite depth up to the mouth of the Weekivah, then would the first be a more favorable line than the second, as regards original cost of construction; there is water enough to supply the summit-level on either line, should the canal have a depth of twelve feet.

The points of the river presenting the shoal water are as follows: Near the mouth of the Ocklawaha the depth shoals to ten feet; the outlet of Lake George has only nine feet, and this general depth continues for some three miles. The inlet of Lake George has on its bar ordinarily $6\frac{1}{2}$ feet; rains will increase, and wind may lessen this depth; beyond this, the river has a depth varying from fifteen to twenty feet, up to Lake Monroe; outlet of Lake Monroe, scant five feet. The bars at the entrances to the different lakes are permanent obstacles, unless constantly being improved; the expense attending such improvement would, doubtless, make the Ocklawaha much the cheaper route in the end, and the line in this case would pass near to and through a much more fertile and important part of the State than if starting from the mouth of the Weekivah.

The conclusion in reference to the two routes is this: If a depth of only six feet is given to the canal, then the first line is preferable; if the

entire depth of water available in the Lower Saint John's is desirable to be carried across the peninsula, then the second or Ocklawaha route is preferable. It has already been stated that both are practicable, and can have a full supply of water.

I take occasion to remark, in this connection, that the map shows a rather favorable line, starting from the harbor of Crystal River, and striking the Saint John's at the mouth of the Ocklawaha. How favorable the ridge dividing the Withlacoochee and Ocklawaha Rivers may be for crossing is not known; but, before deciding upon any line as the best for crossing the peninsula, this one should be examined; want of funds prevented this being done by myself.

* * * * *

The main objections to the work are the two following:

1st. The line of transit embraced in present surveys is too circuitous.

2d. The depth of water (limited by the Saint John's and by the harbors on the western coast to 11 and 12 feet) is not as great as is desirable for an important ship-canal.

The Saint John's above its bar could be deepened; but, in that event, the terminus on the eastern side (canal having a greater depth than mentioned) would be the mouth of the Saint Mary's, and would involve the necessity of deepening the inland passage between the Saint John's and Saint Mary's.

Saint Mary's, or Fernandina Harbor, is the natural terminus for any canal connecting the Atlantic and Gulf, for it is the last port on the Atlantic coast capable of admitting vessels drawing more than about ten feet; hence the only point where trade would center on its way eastward, and be met by vessels for distribution to home and foreign markets.

In concluding this report, the attention of the Colonel of Topographical Engineers is respectfully called to the subject of the practicability of a ship-canal across Florida as it now rests. There are at least four lines across the peninsula which should be surveyed before any one can be decided upon as preferable to the others; two of these lines only have been run, and either one of the two remaining, if found favorable, would be preferred to those reported upon; for, in the first place, being nearer the base of the peninsula, there would be less deviation from the general line of the Atlantic and Gulf coast—hence a decrease of the length of water-communication from south to north; next, the line of canal would be more direct, and would run across Florida at about its narrowest point.

In view of the above, it is respectfully urged that an additional appropriation for continuing the Florida Canal survey be recommended, in order that the subject may be fully and completely discussed, and leave no unexamined points for future doubt.

It is believed that fifteen thousand dollars (\$15,000) might, if economically used, enable all desirable information to be obtained; twenty thousand dollars (\$20,000) is, however, considered a much safer amount to estimate for, and is the sum named and respectfully urged to be recommended by you.

I am, very respectfully, sir, your obedient servant,

M. L. SMITH,

First Lieutenant Topographical Engineers.

Colonel J. J. ABERT.

H. Ex. 157—4

INFRINGEMENT ON PATENTS.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Letter, &c., from Chief of Ordnance on House bill 2865, relating to infringement on patents.

APRIL 12, 1876.—Referred to the Committee on Patents and ordered to be printed.

WAR DEPARTMENT,
April 11, 1876.

The Secretary of War has the honor to transmit to the House of Representatives, for the information of the Committee on Patents, in response to letter of the 10th instant from Hon. Samuel A. Dobbins, chairman of Subcommittee on Patents, a letter of the 10th instant from the Chief of Ordnance on House bill 2865, transmitting also an extract from his annual report of 1875 on infringement of patents, and copy of letter of October 11, 1875, to the Secretary of War, on the same subject, with recommendation.

ALPHONSO TAFT,
Secretary of War.

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, April 10, 1876.

SIR: I have the honor to return House of Representatives bill No. 2865, "extending the jurisdiction of the Court of Claims, and for other purposes," now pending before the House Committee on Patents. I also transmit an extract from my annual report of 1875 on "infringement of patents," and copy of letter to the honorable Secretary of War, dated October 11, 1875, on the same subject.

The provisions of this bill, with the amendments, in writing, interlined and in margin, have my hearty approval, and will, it is believed, relieve the War Department from the great embarrassments which have been frequently brought to the attention of Congress in previous reports, and give a sure, speedy, and uniform method of set-

ting the claims of patentees against the United States for the use of patents.

In the further interest of patentees and of the United States, I would respectfully recommend two additional amendments, which have been inserted in the margin in red ink, viz: page 2, line 18, after the word "provided," insert "such cases to be preferred causes in said court;" and on page 11, section 12, line 4, after the word "provided," insert "such cases, so appealed, to be preferred causes in said court." These additional amendments are necessary to avoid delay in the determination of said causes.

Respectfully, your obedient servant,

S. V. BENÉT,

Brigadier-General, Chief of Ordnance.

The honorable the SECRETARY OF WAR.

H. R. 2865. 44TH CONGRESS, 1ST SESSION.

IN THE HOUSE OF REPRESENTATIVES, MARCH 27, 1876.—Read twice, referred to the Committee on Patents, and ordered to be printed.

Mr. MARTIN I. TOWNSEND, on leave, introduced the following bill:

A BILL extending the jurisdiction of the Court of Claims, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That if the Secretary of War, or of the Navy, or of the Treasury, or of the Interior Department, or the Postmaster-General, or any other officer of the United States of America, has used, or shall hereafter use, in the public service, either under or without an express or implied contract, any invention upon which the letters-patent of said United States have been issued or re-issued or extended and renewed, whereby, and by means of which, such service has been, or is, improved or benefited, either in the saving of labor, or in the reduction of expenses in the management of Government affairs, or if such service has been, is, or shall be, in any other way or manner improved or benefited, the Court of Claims of the United States is now and hereby vested with full and complete jurisdiction in and over any and all such cases, the same to be brought into and before said Court of Claims, in the manner and for the purposes herein provided; such cases to be preferred causes in said court, and whose duty shall be to hear, investigate, and determine any and all such cases submitted to said court upon pleadings and proofs, in the manner herein provided for it to hear, investigate, and determine, and involving the following questions of fact for the consideration and judgment of said court, to wit:

First. The granting and issuing of the letters-patent, set forth by date and number thereof, and described in the petition or bill of complaint filed in said court in the manner substantially as hereinafter provided; and also the validity of such letters-patent, with the same jurisdiction and power that the circuit court of the United States now has over and upon such matter;

Second. The use of the improvements, invention, and letters-patent thereon in the business and service of said United States, and in what Department, and for what purpose used, and the duration of that use;

Third. The compensation or sum of money to be paid by said United States, upon the evidence submitted, for such use of the improvements, invention, and letters-patent so applied to the public service: and—

Fourth. The right, title, and ownership of the letters-patent specified in the petition or bill of complaint in the manner aforesaid; and to whom the compensation for such use of invention and letters-patent thereon shall be awarded and paid by said United States.

SEC. 2. That in each and all cases where either of the several Departments or any officer of the Government of said United States, have put into use in the service of said Government of the United States any patented invention or improvements, the Cabinet officer at the head of the Department using such patented invention or improvements shall, if requested so to do by the written application of the inventor and original patentee, or his assignee or assignees, or either of them, of the invention so used, and within ten days thereafter, having been first furnished with a duly verified copy of the petition or bill of complaint containing the facts and the grounds relied upon for recovery against said United States, in the manner herein provided, refer the same to said Court of Claims for the purposes herein named; where-

upon that court shall proceed and take full and complete jurisdiction of each and every matter contained in such verified petition or bill of complaint, in the same manner provided in section one of this act; and shall hear and determine the same, and all matters contained in the answer thereto, in the manner herein provided.

SEC. 3. That if either of the said several Departments have had, have, or shall have in use in the service and business of the United States, any improvements or invention upon which the letters-patent of said United States have been issued, the inventor and original patentee named in the letters-patent, or in any re-issue or any extension and renewal thereof, or any person or persons claiming to be the owner or owners of any interest in such letters-patent by a deed of assignment in writing, duly made and acknowledged before some officer having authority by law to take acknowledgments, and the same of record in the Patent-Office of said United States, the original deed of assignment so made and recorded, or a duly certified copy thereof, being produced and made a part of the said petition or bill of complaint, may make the said United States defendant, and thus and thereby give the said Court of Claims the jurisdiction contained in section one of this act. The said petition or bill of complaint shall be in writing, and shall be the same, or substantially the same, as a bill in equity in the circuit court of the United States filed against an infringement of any letters-patent in that court, and shall set forth therein all the matters of fact which said Court of Claims is, by this act, required to pass upon and to determine at the final hearing of the case so referred or brought to the jurisdiction of said court, to which the Attorney-General of said United States shall make answer within thirty days next after service upon him of a duly certified copy of the said petition or bill so made and filed with the clerk of said Court of Claims, and upon the filing of such answer with the clerk of said court, the issues shall be fully joined and the case ready for proofs, to be taken in the manner herein provided.

SEC. 4. That every such petition or bill of complaint shall be signed and sworn to by the petitioner or petitioners aforesaid before a United States commissioner, or a commissioner of said Court of Claims, or before a judge of a court of record having a seal; and the same shall also be signed by the attorney and counsel of record for the petitioner or petitioners in said Court of Claims; and in like manner the answer of the Government of said United States thereto shall be duly signed by the Attorney-General aforesaid in his official capacity. And after the filing of said answer in the manner hereinbefore stated and provided, eight days' notice, exclusive of the day of the service thereof, shall be given to said Attorney-General by said petitioner or by the petitioner's attorney of record in said Court of Claims, of the time and place for the taking of such oral and documentary proofs as are intended to be used in such cause in support of the petition or bill of complaint so made and filed in said court, after which the said Attorney-General shall, in like manner, give notice of the time and place, and shall proceed to take such proofs as he may deem necessary in support of the answer so made and filed by him in the office of the clerk of said court. The proofs or evidence named, as aforesaid, may be taken by and before a United States commissioner or a commissioner of said Court of Claims, or an examiner in equity in the United States circuit court, in the usual manner, and under the same rules as now practiced in patent causes in the said circuit court. After the direct and rebuttal proofs upon each side in any such cause have been taken and filed in the office of the clerk of said Court of Claims, such cause shall be deemed to be ready for argument and final hearing, and thereupon the same shall be put upon the current calendar or trial-docket of said court for such hearing and argument upon the evidence so taken and submitted by both the parties named in the petition or bill of complaint, or by either party thereto upon the default of the other or refusal to take proofs as herein provided; and the same shall then be proceeded with by that court to final judgment and decree in the usual manner established by said court with reference to the making and entering of final decrees and judgments.

SEC. 5. That the said Court of Claims shall fix upon and decree the rate of compensation, and the sum or amount of money to which the aforesaid inventor and original patentee, or his heirs, or assigns, or legal representative may, upon the proofs, be entitled to have and to receive in the manner claimed in and by such petition or bill of complaint so made and filed in said court, and up to the time of adjudication by said Court of Claims; all of which shall be heard and determined upon the evidence taken and submitted to said court in the manner substantially as hereinbefore provided.

SEC. 6. That any three of the judges of said Court of Claims may, upon the written application of either party named as aforesaid, regulate, by an order in writing, duly signed by them, the time, place, and the manner for the taking of proofs or evidence to be used upon either or both sides in any cause brought within this act into said court in the manner aforesaid, so as to prevent unnecessary expense or delay by either party aforesaid; but due notice thereof shall first be given to the adverse party, and said application may be heard in open court, or at the chambers of the chief justice of said court; and in like manner upon the written application of either party, such judges may determine upon the time for the trial or final hearing and argument of any such cause so brought into said court.

SEC. 7. That if any person or persons claiming to own the whole or a part interest of the right and title to the invention and letters-patent thereon, by a good and valid deed of an assignment, made, executed, and of record in the manner hereinbefore made and provided, if there be any, who are not joined in such petition or bill aforesaid, shall be made party de-

fendants therein with the said United States and brought into said Court of Claims or required therein to appear upon such notice or order as the said court shall determine and direct; and thereupon the said Court of Claims shall have the same jurisdiction of each and every matter thereof as it has herein and hereby with reference to said inventor and original patentee, and shall hear and determine the same in the manner and with the same force and effect as hereinbefore provided.

SEC. 8. That if in any cause made and filed in the said Court of Claims, in the manner as provided for by this act, anybody shall have a good, sufficient, and valid deed of assignment and transfer of the invention and letters-patent named in the petition or bill of complaint aforesaid, or of any part thereof, and if the same be of record in the United States Patent-Office as by law required, the same if required, or a duly certified copy thereof, shall be produced in evidence in said Court of Claims by the person or persons holding and owning it, for the inspection and opinion and judgment of said court thereon; and thereupon the said court shall have full jurisdiction of the same and of all matters appertaining thereto, and may, upon evidence duly taken as hereinbefore provided, proceed to hear such cause, and to determine each and every matter that may be at issue or involved in or by the evidence so taken and presented concerning such deed of assignment, and to whom any judgment that may be rendered, decreed, or ordered to be entered against said United States shall be paid; and in case an appeal be taken in the manner provided for in and by section twelve of this act, to the Supreme Court of the said United States, then that court may, in like manner, determine such matter and to whom the said United States shall pay any judgment so made, decreed, and entered by said Court of Claims. But if no such deed of assignment or a duly certified copy thereof be offered and received in evidence in such cause before the closing of the direct or redirect evidence upon either side therein, then such cause shall be proceeded with, and heard and determined by said court in the manner hereinbefore made and provided. Any person who may have any knowledge or evidence concerning the matters involved in the petition or bill aforesaid, or in the answer thereto, may be examined as a witness, by and in behalf of the parties to such suit, or either of them.

SEC. 9. That any proofs or evidence taken in pursuance of the provisions contained in this act shall be duly certified to by the officer before whom and by whom the same is taken, and thereupon the same shall be securely sealed up by such officer, and by him transmitted to the clerk of said Court of Claims, in the same manner as now practiced in the said circuit court of the United States, or as required by the rules of practice in said Court of Claims, which shall be done within thirty days next after the taking of the same as aforesaid is completed. Duly certified copies of any record papers, other than that of deeds of assignment, or transfers, or licenses, may be used in evidence in any such cause in said court in the same manner and with the same effect as other evidence is used in or by said Court of Claims.

SEC. 10. That if such letters-patent have been renewed or extended by the Commissioner of Patents or by an act of Congress, or if the same have been re-issued either before or after any renewal or extension thereof, the jurisdiction of said Court of Claims, conferred by this act, shall apply to the same; and the right of recovery against said United States as herein provided for the use of the invention so patented, or re-issued, or renewed and extended, shall be under either the original letters-patent or any re-issue thereof, or under any renewed and extended term of the same; and the same, and each and every thereof, may be included in the same petition or bill of complaint, and the compensation for the use of the invention so patented shall be fixed and determined upon the length of time the same has been used in the public service by the direction of either of the Departments, or any officer named in section one of this act.

SEC. 11. That in case of the decease of said inventor and original patentee, or of any such assignee, either before or after the filing of any such petition or bill of complaint as aforesaid, then his administrator or executor, or administratrix or executrix, for the benefit of the heirs and estate of such deceased inventor and patentee, or of such assignee, shall be deemed, and shall be, the rightful and lawful party against said United States for all and every of the purposes mentioned and provided for in this act, and may prosecute the same to final judgment and decree in either or both of said courts; and shall be responsible and accountable to such estate therefor, in the same manner as provided by law in the State where such estate shall be situated at the time of the decease of such inventor and patentee, or assignee.

SEC. 12. That either party aforesaid may appeal to the Supreme Court of said United States within thirty days next after judgment or final decree shall have been made and ordered by said Court of Claims as hereinbefore provided; such cases, so appealed, to be preferred causes in said court; and if the said judgment or final decree shall not be appealed, or, if appealed, and the said judgment or final decree shall be affirmed by said Supreme Court, then the same shall be certified by the said Court of Claims to the Secretary of the Treasury of said United States in the same manner as now provided by the law in relation to any other judgment of said Court of Claims; and the same, when presented to the Secretary of the Treasury aforesaid, shall have the same effect as now provided by law, and shall thereupon be paid out of any general appropriation in relation to judgments of said Court of Claims or for private claims; and the payment of such judgment shall be in full satisfaction for all claims for compensation for the use of such patented invention or im-

provements up to the time of the making and entering of such judgment or decree thereon by the said court, and no longer; or such judgment may be paid by the Secretary of the Treasury of said United States out of any money in the said Treasury not otherwise appropriated, with the same effect as though the same had been paid out of any money appropriated for the payment of judgments of said Court of Claims or for private claims.

SEC. 13. That this act shall take effect immediately after its passage and approval.

INFRINGEMENT OF PATENTS.

I have the honor again to advert to the subject of patent-claims set up against this Department for alleged infringements in the productions at the National Armory, and at the several arsenals of construction. The Chief of Ordnance, in his report for the year 1873, gave a succinct statement of the state of those claims at that time. The claims on the Springfield rifle date back to the order of the Secretary of War of July 28, 1866, for the conversion of 50,000 muzzle-loaders to breech-loading arms. The skill and ingenuity of the officers and workmen of the Ordnance Department, brought into active operation previous to that time and continued to the present, has resulted in the production of as perfect a single breech-loading arm as will find its place in modern war. Its mechanism, it is claimed, has touched upon and appropriated in part the best features of several distinct and separate patents, some of which were perfected and re-issued after the work of the Government had begun, and whose owners are now seeking compensation for the use.

The consideration of a patent-case involves a careful weighing of many matters of fact relating to novelty, priority, &c., as well as an appreciation of equivalents and dissimilarities in mechanical structures and contrivances, and the proper application of the principles of patent-law to facts thus found. Where a device stands boldly out as the original type of its class, and the many questions of a character to affect the validity of the patent are in such a case reasonably free from doubt, it is apprehended that it would require but ordinary patent-expert skill to settle with certainty the merits of any question of infringement that might be raised; but where several claimants profess to cover by their patents the same identical device or combination, a proper regard to the several interests involved renders the matter more difficult of determination. An impartial settlement requires, in most cases, the assistance of the highest degree of expert skill and the exercise of the highest order of legal talent in the specialty of patent-law. The law prescribes a judicial method of settlement where private parties only are concerned, but the means of deciding properly between contending patentees and determining the amount of damages sustained by them, or any of them, where the Army workshops are concerned, are not vested in any portion of this Department, nor, indeed, as respects cases wherein the United States are properly the defendants, are they known to be vested in any Department of the Government at the present time.

The methods adopted by some of the claimants of instituting suits in the United States circuit courts against officers of this Department for the alleged infringements is onerous to the officers themselves, and can only result, in the event of the success of the suits, in embarrassing such officers in their private means, whereas the Government is the sole beneficiary in the use of the things which are the subject-matters of litigation. A recent opinion of the Attorney-General has inferentially decided that the executive officers of the Government are not authorized to settle the judgments, for past use, rendered in such suits, without authority of Congress to do so. This opinion has been the guide of this Bureau since that time. The officers, therefore, against whom judgments might be rendered would be put to the harassing necessity of securing special legislation for their relief in respect to matters over which they have had little or no power or control.

The indemnity due to public officers who have acted in pursuance of competent authority in the performance of their public duty, or who have in good faith exercised the discretion vested in them by law, is secured to a certain class of Government officials by general legislation. Collectors and other officers of the revenue are thus secured by section 989, Revised Statutes. It is therein enacted, that when a recovery is had in any suit or proceeding against such officer for any act done by him in the performance of his official duty, and the court certifies that there was probable cause for the act done by him, or that he acted under the direction of the Secretary of his Department, or other proper officer of the Government, no execution shall issue against him, but the amount so recovered shall, upon final judgment, be provided for and paid out of the proper appropriation from the Treasury. *Legislation similar to the foregoing, in favor of the officers of this Department* against whom recoveries may be had for infringement of patents in the productions of the armory and arsenals, would be a practicable method of relieving this Bureau of a present embarrassment.

It is believed, however, that, where several patents are alleged to cover a single complex device, each of these patents should be brought under the adjudication of a common tribunal, where the combined wisdom and experience necessary to the disposal of the whole number of cases could be brought to bear on each particular one in detail. If suits on such a device are brought by the several patentees in widely-separated

jurisdictions, there is great liability of undue compensation being awarded to one patentee and inadequate remuneration to another, when the relative importance of the several patents is thereafter taken into account. It is, therefore, a question in the interest of the patentees themselves as well as of public economy, whether some particular forum should not be named wherein claims of the character here referred to should be exclusively brought. The Court of Claims has denied its jurisdiction in cases of infringement of patent-rights by the Government, because such claims are held to sound in *tort*, and because the jurisdiction of the circuit courts is by law made exclusive in cases of patents. (See Pitcher's case, and Nock's case, 1 C. C. Repts., pp. 7 and 83.) Were it not, therefore, for these limitations upon the jurisdiction of the Court of Claims, this Department might readily refer all cases of alleged infringement for the decision of that tribunal under section 1063 of the Revised Statutes. Claimants before this Bureau for past use are now, however, without a remedy, except by personal actions against the officers of the Ordnance Department, (who have been and are acting under superior authority,) or by a direct application to Congress. As indicating the direction heretofore given by Congress to a complicated patent-case arising out of this Bureau, in order to secure for it the careful legal investigation which its importance demanded, attention is respectfully invited to the joint resolution of June 3, 1864, (13 S. L., p. 538,) referring the claim of William W. Hubbell to the Court of Claims. This claim was founded upon the use by the Government, to a very large extent, of devices covered by the patents of the claimant; and the court was directed to investigate and determine whether the claimant was the original inventor of the particular devices in question, and if he had a just and equitable right to compensation for the same; if so, what amount of compensation he was entitled to receive for the use of the inventions up to the time of adjudication, and for a full and entire transfer of his patents to the United States. This case, therefore, furnishes a precedent for the method of settling this class of cases; and, coupled with the advantages to accrue from the adjudication in a single tribunal of all patents where the United States is defendant, I would respectfully submit it to the wisdom of Congress *whether jurisdiction ought not to be given to the Court of Claims in all cases of the character here explained where the United States is defendant*. I earnestly recommend that some action may be taken at the coming session on this subject, which has engaged the attention of this Bureau for so long a time.

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, October 11, 1875.

SIR: I have the honor to submit the propriety of soliciting from the Attorney-General his concurrence in an effort which I request may be made to secure from Congress the passage of an act authorizing this Department, whenever the public interest may demand it, to prosecute in the national armory and the arsenals of construction the manufacture of articles of ordnance destined for public use in the military service, without regard to any patent-rights granted by the Government, and prescribing a judicial method of awarding compensation from the Treasurer to holders of patents upon their making it to appear in a proper tribunal that their letters-patent, being valid, are the subject of infringement by this Department, and showing the amount of compensation to which they are reasonably entitled.

The reasons which prompt me to make this request are the following:

Upon directions being given by the Secretary of War to this Bureau, any article of ordnance whatever must, by the rules of the military service, be purchased or manufactured in the public workshops of the armory and arsenals, if the appropriations for this branch of the service will permit the expenditure. Where machinery adequate to the production of articles ordered is not on hand, it also has to be purchased or manufactured as above.

It is out of these manufactures by the United States that much difficulty has arisen to this Bureau during the past few years; difficulties resulting from actual or supposed infringement of patent-rights held by private inventors, or by persons or corporations who have become the assignees of such rights.

Without attempting to enumerate all the instances that have occurred or may occur in this Department, it may be stated generally that few departures from known devices can be made in the Government workshops without originating a demand against the Department for allowance of royalty for infringement of letters-patent. The class of war materials, like all other classes, is open to all the world for improvement; a not inconsiderable portion of the world avails itself of the opportunity, and this whole field of invention is overlaid with the paper grants of the Government under the laws for promoting the progress of science and the useful arts.

Did a patent granted by the Government convey *per se* an incontestable right to remuneration for any invasion of the same, one element of difficulty would be obviated in the consideration of questions relating to infringement; but, as the granting of a patent or a re-issue by the Patent-Office is a mere ministerial act, not professing to be a warranty of the franchise conferred, the recognition of such act as conclusive in any given case must be made in the face of all the possible infirmities which may inhere in it. That radical and fatal infirm-

ities do exist in numbers of cases, the records of adjudications of patent cases in the courts will amply attest. Where, therefore, controversies are raised between owners of patents in which this Department may be considered as an infringer, it is manifestly not in the province of the Department to settle contending rights, as the judicial machinery necessary to that end is nowhere vested in it. Meanwhile, however, the Department continues the manufacture or use, without the power to decide whose claim before it is the most meritorious.

Nor is there any plain, adequate remedy provided by law whereby claimants can obtain remuneration from the Government. The infringement of a patent has been held to partake of the nature of a *tort* on the part of the individual infringer; it has been so held by the Court of Claims in Pitcher's case and Nock's case, (1 C. C. Repts., pp. 7 and 83,) and in the case of Ely *vs.* Benton, which was before the United States circuit court for the district of Massachusetts in 1871, the question whether or not the commanding officer of the national armory was personally answerable in damages to the owner of a patent infringed in the manufactures under his direction at the armory, was reserved on division for the decision of the United States Supreme Court. The question was never pressed before the Supreme Court, and may therefore be considered as yet an open one. It is for the settlement of this question, as well as for providing a method of remuneration from the Treasury to meritorious patentees, that legislation is now asked. The United States is the real beneficiary of the acts of its agents at the armory and arsenals, who can only act in obedience to the superior authority of the War Department.

Where manufactures or use by the United States have continued for any length of time without the consent of the holder of a patent, it has been held by the Attorney-General that no award of public moneys as damages can be made to such holder of patent without authority of Congress; the infringement being in the nature of a damage which an executive officer is not authorized to adjudicate upon.

Were there no other difficulties to be encountered in the settlement of these patent cases, the single question of "measure of damages" would take each case out of the jurisdiction of this department.

As before suggested, there is no judicial process under the control of this department by means of which the proper damages to be allowed may be estimated or determined. Between private parties actions for infringement may be either at law or in equity. At law "actual" damages alone are allowed, and these are to be found through the instrumentality of a *jury*, and are subject to be trebled by the judge at his discretion in favor of the party whose right is infringed. And it has been held (16 How., 480,) that "actual damages must be actually proved, and cannot be assumed as a legal inference from any facts which amount not to actual proof of the facts." In equity, besides the profits that may have accrued to the infringer, the complainant is entitled to recover the damages he has sustained, subject to being trebled, as at law, and the court is authorized to assess the damages or cause the same to be assessed. From the judgment or decrees in either form of action appeals are provided in the ordinary course of judicial procedure. A simple glance at these methods of settlement of cases of infringement between individuals, therefore, will show the inability of an executive officer (who is not invested with judicial functions and from whose judgment no judicial appeal in such cases is provided) to settle patent cases wherein the United States is concerned.

In the absence of any better method of disposing of the cases which have accrued in this Bureau, it has been the custom to refer them to the Department of Justice, with the request that an opinion might be expressed upon the validity of the patents, and that a method of settlement might be suggested. In one instance, the papers, after an opinion had been furnished by the Department of Justice, were referred to an officer of Ordnance, familiar with the subject-matter of the patents, for an opinion upon the amount of damages. Some of the cases are still pending in the Department of Justice.

Upon recent reflection I have arrived at the conclusion that the method adopted in these cases is not the best for subserving the individual interests of the claimants and of the Government, and the Department is powerless to afford relief in any case without the action of Congress. As this power has, in any event, to be invoked, I would recommend that general legislation be asked so as to cover all the cases. This can best be done by designating some special tribunal wherein actions may be brought against the Government for alleged infringement in the workshops and in the products of the Ordnance Department. My views in this regard are embraced in the inclosed extract from my annual report of this year, and the measure therein suggested is the one which I would earnestly ask may be submitted to the Attorney-General for his influence and support, if it should commend itself to his judgment.

I have the honor to be, very respectfully, your obedient servant,

S. V. BENÉT,

Brig. Gen., Chief of Ordnance.

The Hon. SECRETARY OF WAR.



House documents

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